

City Hall
80 Broad Street
October 14, 2014
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Gregorie
2. Approval of Minutes:
 - a.) September 23, 2014
3. Bids and Purchases
4. Police Department: Approval to accept the 2015 SC Department of Public Safety grant in the amount of \$136,014 to continue funding two police officers for the DUI Task Force. No City match is required.
5. Police Department: Approval to accept a 2014 Port Security grant from U.S. Department of Homeland Security Federal Emergency Management (FEMA) in the amount of \$9,656 for the Personal Radiation Detectors. No City match is required.
6. Fire Department: Approval to accept a 2014 Port Security grant from U.S. Department of Homeland Security Federal Emergency Management (FEMA) in the amount of \$93,580 to purchase twenty encrypted radios. A City required match in the amount of \$31,193 will be budgeted in 2015.
7. Parks: Approval to accept the Keep America Beautiful 2014 Waste Management Think Green grant award in the amount of \$10,000 for bus fees for 30 school field trips to recycling center, educational materials and other supplies. No City match is required.
8. Parks-Capital Projects: Approval to submit a grant application with the South Carolina Department of Parks, Recreation & Tourism (SCPRT), in the amount of \$350,000 for the installation of athletic ball field lights on the Great Lawn area of Governor's Park. SCPRT is administering the grant per the proviso included in the FY 2014-1015 Appropriations Act of the S.C. General Assembly. The lighting will allow evening recreation programming on the four soccer/multi-purpose fields. The City will be required to match the grant at 100% or \$350,000, if approved by SCPRT. A funding source will be determined at the time of the grant award.
9. Parks-Capital Projects: Approval of a contract with Carolina Sport Surfaces, Inc., in the amount of \$49,927 to perform playing surface repairs at 12 park sites. This includes resurfacing of six (6) Tennis Courts, three (3) Basketball Courts, and spot repairs on eight (8) other courts. The repairs will be completed in two (2) months. The maintenance contract will obligate \$49,927 of the remaining \$85,381 of 2014 Structural Repairs funding. The funding

source for all structural repairs work is the 2014 General Fund {\$301,000.}.

10. The Committee on Human Resources: (Meeting was held Monday, September 22, 2014 at 3:30 p.m.)

- a.) Affordable Health Care Act Changes for 2015 (information only)
- b.) Review and Approval of BCBS renewal and plan design changes

11. The Committee on Real Estate: (Meeting was held Monday, October 13, 2014 at 4:15 p.m., City Hall, 80 Broad Street)

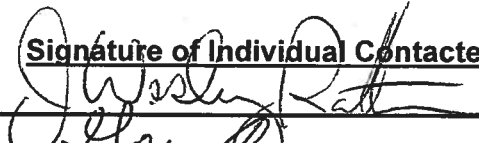
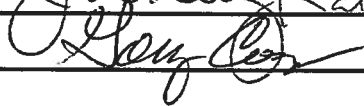
- a.) Approval to authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Emad Hammad and Neda Burghol for the sale of 8 Cedar Street for \$65,000. This property is being sold subject to the HOME Investment Partnerships Program Resale Restrictive Covenants with an affordability period of 20 years. (TMS# 461-13-03-030) [Ordinance]
- b.) Discussion of Contract for Purchase and Sale of 645 Meeting Street (Trolley Barn)
- c.) Consider the following annexations:
 - i.) 711 Savage Road (TMS# 310-03-00-061) 3.17 acres, West Ashley (District 7)
 - ii.) 3130 Maybank Highway (TMS# 313-00-00-022) 0.34 acre, Johns Island (District 5)
 - iii.) Clements Ferry Road and Heidie Lane (TMS# 267-00-00-004, 267-00-00-010, 267-00-00-050, 267-00-00-051, 267-00-00-052, 267-00-00-053, 267-00-00-054, 267-00-00-055, 267-00-00-56, 267-00-00-057, 267-00-00-069, 267-00-00-071), 30.23 acres, Cainhoy (District 1)
 - iv.) Main Road (TMS# 280-00-00-077, 280-00-00-296 and 280-00-00-297) 20.62 acres, 20.62 acres, Johns Island (District 5)

COMMITTEE / COUNCIL AGENDA

3

TO: Joseph P. Riley, Jr., Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: TELECOMMUNICATIONS SYSTEM FOR NEW GAILLARD CENTER
REQUEST: APPROVAL TO PURCHASE NEW CISCO VOICE-OVER-IP TELECOMMUNICATIONS
SYSTEM FROM INTERNETWORK ENGINEERING. AWARDED VIA RFP#: 14-PO25R
COMMITTEE OF COUNCIL: Ways & Means DATE: October 14, 2014

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: IT Account #: 161000-58020
161000-52740
161000-52206

Balance in Account \$174,000.00 * Amount needed for this item \$56,957.70
\$48,099.95
\$68,000.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NOTES: This purchase includes all necessary hardware and software to stand up the telecommunications (voice) system for the new Gaillard Center, to include the Municipal Operations Building, the new Municipal Emergency Operations Center (MEOC) and the new Performance Hall and associated space. This will also provide the new core telecommunications platform that will be used to facilitate other City facilities as they are transitioned to the new Voice-over-IP (VoIP) technology.

CFO's Signature: Amy Wharton

FISCAL IMPACT: * This will be funded with 2013 general fund balance reserves
and will be included in a future 2014 budget amendment.

Mayor's Signature: Joseph P. Riley, Jr., Mayor

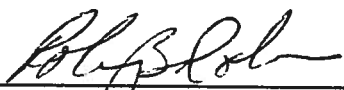
Score-Sheet

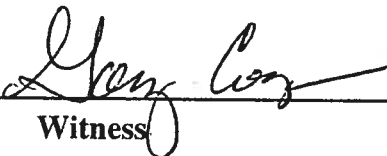
CISCO VoIP Telephony Solution – Gaillard Center RFP

August 26, 2014

Solicitation #: 14-P025R

Firm	Scores of Scorers				Total Score
AT&T	75	85	83	48	291
Disys	77	70	71	71	289
Encore	70	60	73	67	270
Internetwork	88	90	91	82	351
Katalyst	73	65	81	59	278
Presidio	80	70	72	61	283


Buyer
8/26/14
Date


Witness
8/26/14
Date

Cisco VoIP Proposal



people connecting people

**INTERNETWORK
ENGINEERING**

For: City of Charleston



Cisco VoIP Telephony Solution

RFP #: 14-PO25R – COPY

August 13, 2014

Prepared by:

Ryan Jenkins

Account Manager

rjenkins@ineteng.com

(803) 920-6119



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COVER LETTER

September 10, 2014

City of Charleston
145 King Street, Suite 104
Charleston, SC 29401
Attention: Robin Barrett-Robinson, Senior Buyer
RE: Response to RFP # 14-PO25R

Thank you for the opportunity to respond to the City's request for proposal for a Cisco VoIP Telephony Solution for the Gaillard Center. Our multi-architecture focus encompasses Datacenter, Collaboration and Intelligent Networks. This breadth not only ensures competency within an architecture but more importantly, where architectures overlap. This reduces solution integration risk and extends the technology lifecycle providing greater return on invested capital.

IE is large enough to entrust with the design, procurement and operation of complex, critical IT infrastructures yet still small enough to consistently provide high touch and personal care that sets us apart from our competitors. This combination of technology depth and relationship-driven engagement style makes IE unique in the Carolinas.

IE ensures success throughout the technology lifecycle by offering expertise in consulting, implementation and managed services, all of which are supported by leading technology platforms built and audited according to ITIL standards. Our employee turnover ratio of <5% provides quicker Mean-Time-to-Resolution for simple questions and complex issues alike. And no other partner based in this geography has ever been recognized by Cisco as partner of the year for three successive years.

IE is passionate about technology solutions that inspire achievement and innovation. IE continues to invest in human capital and technologies that allow us to assist our clients in building, operating and transforming their organizations. These strengths, in combination with our culture of commitment to customer success, position IE as an ideal partner in this endeavor. We appreciate the opportunity to participate in this process and believe the following response will provide the necessary information to aid you in selecting IE as a trusted partner.

For more information on the proposal, please contact:

Contact Name: Ryan Jenkins
Title: Account Manager
Telephone Number: 803-920-6119
Email Address: rjenkins@ineteng.com

Again, we appreciate the opportunity to participate in this process!

Sincerely,

Ryan Jenkins, Account Manager



EXECUTIVE SUMMARY

ABOUT THIS RESPONSE: PROPOSAL OVERVIEW AND UNDERSTANDING

It is our understanding that the City of Charleston would like for bidders to provide pricing for a Cisco VoIP Telephony solution and installation as specified in the bid. Specifically, this project will include the purchase, installation, configuration, and training for a Cisco VoIP Unified Communications Platform at the City's new Gaillard Center Municipal Operations Building. In addition, we understand that the City of Charleston also plans for the winning bidder to create a tenant on the system for the Gaillard Management Group located at the same address. The project includes system configuration, collaboration and training specific to the City of Charleston's requested environment. The proposed training includes sessions for system administrators as well as end users. Please see attached Statement of Work for full technical response.

IE OVERVIEW

Internetwork Engineering (IE) is a technology solutions integrator headquartered in Charlotte, NC with office locations throughout North Carolina, South Carolina, and Tennessee. IE has been a leader in the integration of emerging technology solutions since our inception in 1996.

Throughout our history, we have assisted clients in the selection, integration, and optimization of technology solutions that meet key business objectives. Our primary focus is assisting clients in identifying unmet business needs and customizing technology solutions to address those needs. As a result, we believe our clients are better able to support the technology demands their businesses face today and better prepared for the changing demands of the marketplace of the future.

In addition to maintaining partnerships with many best-of-breed technology vendors, IE has obtained and maintained the highest level of Cisco satisfaction on a Cisco Partner Search identified by a Gold Star. IE has achieved advanced technology certification status from Cisco in a wide range of disciplines including unified communications, security, wireless, and datacenter. IE has met Cisco's Gold Certified partner status and has been awarded the Southeast Regional Partner of the year for 2009, 2010, and 2011. IE is currently the only Cisco UC Master Partner headquartered in North Carolina. IE is also recognized by EMC, VMware, and Microsoft as a Gold or equivalent partner.

This unique combination of local technical expertise and extensive Cisco IP Telephony experience makes IE the best choice to partner with the City of Charleston in this project.



RFP REQUIREMENTS

1. Offeror must be a Cisco Certified Vendor with a CCIE on staff.

IE Response: IE is a Gold Authorized Partner for Cisco and meets the minimum of four (4) CCIE's on staff that is required of Gold partners. Please see Letter for Channel Purchasing showing our certification status as of August 1, 2014 (below). If requested by the City of Charleston, IE will obtain an updated letter from Cisco.



LETTER FOR CHANNEL PURCHASING

Date: August 1, 2014

To:

Bid Number
or Project
Name:

Cisco Systems, Inc. ("Cisco") hereby confirms that, as of the date of this letter, Internetwork Engineering is a Gold certified Cisco channel partner and that Cisco and Internetwork Engineering have entered into an agreement for the purchase and resale of Cisco Products and/or Services ("Agreement").

This means that Internetwork Engineering has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in USA as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. This information is accurate as of the date appearing at the top of this certificate.


Brian Fukuhara, V.P., Finance

Cisco Systems, Inc.

2. Offeror must hold a Cisco Advanced Collaboration Specialization.

IE Response: IE currently holds a Cisco Advanced Collaboration Specialization. In addition, IE has achieved the Cisco Master Collaboration Specialization, which demonstrates the highest level of expertise with Cisco's Collaboration Solutions. Additional partial listing of Cisco authorizations include Advanced TelePresence Video, IP Interoperability & Collaboration Systems, Identity Services Engine, Physical Security, Cloud & Managed Services Master, Collaboration: UC Conferencing & Social SW, WebEx, and WebEx & Telepresence.

3. Offeror must have local employees that are employed by the Cisco business partner and dedicated to the geographic area within 50 miles of the City of Charleston. As per Amendment 1, this has been revised to ***"Offeror must be a Cisco business partner and be able to physically respond to a call from the City of Charleston in a maximum time of 4 hours."***

IE Response: IE has three full time employees that reside within 30 miles of the City of Charleston that will be able to help support the City. In addition, IE also has an office located in Columbia, SC with several full time employees residing in the greater Columbia area. IE routinely supports clients located throughout the entire State of South Carolina and will be able to meet the maximum response time of 4 hours.

4. Offeror will include the quantity of certified technicians/support staff and specify their dispatch location.

IE Employees by Practice Area

In our Professional Services team, we have the following staff in each solution area:

Collaboration/Unified Communications – 10 resources (5 reside in the greater Charlotte area, 2 reside in the Charleston area, the remainder are in RDU* & TN**)

Enterprise Networking (including Route/Switch & Security) – 17 resources (located in Charlotte, Charleston, Columbia, RDU)

Presales Engineering (with multiple disciplines & certifications) - 12 resources (located in Charlotte, Columbia, Greenville/Spartanburg, RDU, TN)

In addition, IE employs additional full time resources in the following specializations: Data Center/Storage, Wireless/Mobility, and Virtualization/Compute (located in Charlotte, Columbia, RDU, TN).

*RDU – Raleigh/Durham, North Carolina

**TN – Eastern Tennessee

IE Engineer Partial Certification Listing

CCIE - Cisco Certified Internetwork Engineer (Voice - 1, Route/Switch- 4)	5
CCIE - Cisco Certified Internetwork Engineer (Written Exam only)	2
Staff members with expired CCIE's	4
Cisco Certified Design Associate (CCDA)	15
Cisco Certified Voice Professional (CCVP)	6
Cisco Certified Network Professional (CCNP)	8
Cisco Certified Network Associate (CCNA)	23
Cisco IP Contact Center Express Specialist (CICCES)	1
Cisco Routing & Switching Field Specialist (CRSFS)	3
Cisco Data Center Unified Computing Support Specialist	2
Cisco Life Cycle for Advanced Unified Communications	2
Cisco Unity Support Specialist	2
Cisco IP Telephony Design Specialist	1
Cisco Unity Systems Engineer	1
Cisco MeetingPlace Support Specialist	1
Cisco Application Networking Specialist	2
CQS- Cisco Unity Design Specialist	1
IUC – Implementing Cisco Unity Connection V 8.0	1
UCCXD – Deploying Cisco Unified Contact Center Express V 3.0	1
CVOICE – Implementing Cisco Unified Communications VOIP	1
CQS- Cisco IP Contact Center Express Specialist	2
CQS - Cisco Rich Media Communications Specialist	1
Cisco Advanced WLAN Sales Specialist	2
CQS - Cisco Advanced IP Communications Sales Specialist	1



Cisco IP Telephony Specialization	2
PMP Certified Project Manager	3
<i>(Please note that some engineers hold multiple certifications.)</i>	

5. City of Charleston will consider all Vendor hardware proposals that adhere to proposal requirements, but the purchase of equipment for future replacement of phones must not be limited to a single vendor resource.

IE Response: Read and Understood.

6. All equipment will include all necessary power cords and cables that may be needed.

IE Response: IE-provided BOMs and/or quotes for the City of Charleston will include all required components such as power cords and cables.

IE CORPORATE INFORMATION & QUALIFICATIONS

Name: Internetwork Services, Inc., DBA Internetwork Engineering (IE)

Date Established: 1996

Address: 13777 Ballantyne Corporate Place
Suite 305
Charlotte, NC 28277

Phone: 704.540.5800

Fax: 704.541.0059

Website: www.ineteng.com

D&B #: 04-791-6484

Federal ID: 56-2081930

State Vendor #: 7000038108

Service Offerings: Network and Data Center Consulting, Unified Communications, Network Security and Compliance, IP Video Surveillance & Physical Security, Data Storage, Mobility and Wireless Solutions, Customer Interactive Solutions, Advanced Routing and Switching

Employees: IE has around 90 employees and over half of the company is comprised of technical/Engineering staff. Our Engineers maintain the latest technology certifications and stay current with vendor educational offerings.

Corporate Officers: Internetwork Engineering has a dynamic and experienced ownership team made up of Technology Sales and Consulting professionals.

Chuck Steiner, President, has 17 years of IT consulting experience exclusively within the network systems integration space. As the first employee hired at IE, in 1998, Chuck has been instrumental in helping IE grow from a small consulting business to a \$75M network systems integration company with operations in multiple states and vertical markets. Chuck's experience as a consultant includes significant Enterprise Architecture design and complex solution integration. Chuck serves as IE's President and CTO and holds a BS in Finance from the University of South Carolina.



Chris Applegate, VP Operations, has more than 15 years of Direct Sales and Consulting experience in the technology industry. Chris has been with IE for more than eight years and has a background of marketing new technologies and servicing the specialized needs of early technology adopters. Prior to his arrival at IE, Chris served in a similar capacity with a large global IT integrator. Chris is also a veteran of the US Army and an award-winning journalist in the Military's "4th Estate". In addition to undergraduate and post-graduate studies at UNC Charlotte, Chris has spent significant time studying organizational dynamics and transformation. Chris is responsible for IE's Engineering and Client Service operations and for coordinating the businesses Go-To-Market strategy.

Todd Royals, VP Sales & Marketing, is a ten-year veteran of IE with more than a dozen years of IT industry experience. Todd has significant experience in Sales and Sales management much of it spent focusing on serving the healthcare industry through technology enablement. Todd is a Board member, and past President, of the North Carolina Chapter of the Healthcare Information and Management Systems Society (HIMSS) an organization exclusively focused on providing global leadership for the optimal use of healthcare information technology and management systems for the betterment of healthcare. Todd holds an MBA from Queens University in Charlotte and is responsible for all Sales and direct Marketing activities at IE.

Sean Rollman, VP Technology Solutions and Services, has been with IE for nearly eight years and has 14 years of experience providing and overseeing the design and consulting of technology solutions for mid-level and Enterprise customers. Sean's career highlights include managing perimeter network security and key network devices for a Fortune-50 retailer headquartered in NC; serving as the primary liaison between Cisco Systems and AT&T for testing trials of a new IP-based telephony technology; and serving as Operations Manager for the largest European broadband Internet Service Provider. Sean is a 1998 graduate of UNC Greensboro and holds a BS in Computer Science. As head of IE's Technology Solutions group, Sean is responsible for creating the organization's technology vision and overseeing the development of IE's various technology practices.

- Certifications:** Cisco Gold Certified Partner, Cisco UC Collaboration Master Partner, Cisco Master in Managed Services, Cisco Master in Cloud and Managed Services, IE has achieved advanced technology certification status from Cisco in a wide range of disciplines including unified communications, security, wireless, datacenter, and tele-health solutions.
- Partner Ratings:** IE has obtained and maintained the highest level of Cisco satisfaction on a Cisco Partner Search identified by a Gold Star.
- Financials:** IE is a Regional IT Solutions Provider headquartered in Charlotte, NC and has been in consistent business operation since 1996. IE is a privately held corporation and does not provide detailed financial disclosure to 3rd parties. However, total sales for 2013 was \$120M. Upon request, after award notification and the execution of a non-disclosure



agreement between the parties, IE can provide summary financial disclosure to demonstrate our financial viability, if required.

Subcontractors: For this project, IE does not expect to utilize any subcontractors.

Standards followed: IE follows all vendor best practices for implementation and support. IE also follows and complies with ITIL and PMI methodology. We are audited every year to ensure our compliance with ITIL. In addition, to maintain our Cisco Gold and Master US certification, we are audited yearly by Cisco for customer satisfaction (GoldStar) and NOC responsiveness, tickets, etc.

Project Experience: IE has over 500 customers throughout the southeast and across the nation. The chart on the following page is a small sampling of projects that IE has successfully completed for clients across several practice areas including Wireless, Unified Communications, Network Infrastructure, and Datacenter/Storage. These projects show that we understand and have experience with end-to-end network design and not just IP Telephony installation experience. Reference information has been provided in the References section.



Sample Unified Communications Projects

These projects show that we understand and have experience with end-to-end network design and not just IP Telephony installation experience.

Industry	Description of Services Provided to Customer
Energy	IE worked with the Voice Team on all Remote office cutovers from the existing PBX and Key Systems, assisted with Call Manager install/upgrades, Implementation of UCCX for Help Desk operations including all scripting for UCCX contact center, Security for 115 sites and 2800 extensions. Solutions and Equipment Provided: Cisco Call Manager, Cisco Phones, Cisco 6500's, Cisco 2821 series Gateways, Cisco ASA and IPS solutions for Security.
Services (Benefits Admin)	Upgraded CM, Upgraded Unity, DR site for CM, UNITY, IPCCX, Redesigned Call Center applications and wrote new Call Center applications, Installed redundant IPCC server, Gateway reconfig to streamline call control, Internal Routing/Switching network, Datacenter configs, FW Security configs for 3 sites and 500 extensions. Solutions and Equipment Provided: Cisco Call Managers, Cisco Unity, Cisco IPCCX, Cisco Phones, Cisco Gateways.
Construction	CM, Unity, All Remote Site deployments including Gateways for 16 sites and 700 extensions. Solutions and Equipment Provided: Cisco Call Manager, Cisco Unity, Cisco Phones, Cisco 2800 series routers.
Healthcare	CM cluster, Built IPCC Express including 4 contact centers, Gateway configs for 6 sites and 1100 extensions. Solutions and Equipment Provided: Cisco Call Manager, Cisco Unity, and Cisco IPCCX, Cisco Phones, Cisco Gateways.
Bottling Co	Implemented a 2 Server Split Call Manager Cluster, Unity Connection, IPCCX with 4 contact centers. Total sites: 19 and 1200 extensions. Solutions and Equipment Provided: Cisco Call Managers, Cisco Unity Connection, Cisco IPCCX, Cisco Emergency Responder, Cisco 3800 and 2800 series gateways and remote office routers.
Healthcare	Network Services – Redesign of LAN WAN infrastructure, Installation of PoE network equipment for 8 remote sites and main site, installation of wireless infrastructure, PIX Firewall, ACS server, 180 phones, 2 Cisco Call Managers with Unity Unified Messaging platform, IPCCX Contact Center server for scheduling, installation of CiscoWorks SMB for system monitoring, installation of Cisco Security Agent server and desktops, 8 VT Advantage camera, configuration of 4 Cisco 831 routers for SOHO tele-worker access. IE customer since 2004.
Healthcare	Network Services - Design & implement LAN WAN upgrade, Installation of PIX Firewall, ASA, CSA, MARS, Implement Guest & Remote Access, Installation of Location Appliance, Installation of Unified Communications Manager, Unity voice mail. Installed & trained on 450 phones. IE customer since 2003.
Healthcare	Network Services: Installation of Unified Communications Manager at main hospital supporting multiple remote sites, Unity voice mail, IPCC Express for "Ask a Nurse, LifeLine & help desk, over 1,100 phones. Unified Communications Manager at remote site approx. 600 phones. Core refresh, Installation of ASA, CER, DMZ design & implementation. IE Customer since 2003.
Healthcare	Total network design and deployment with redundant datacenters. Data storage for all applications in VMWare environment including real-time replication to DR datacenter. Microsoft Exchange and Active Directory upgrades. Nurse call system integration with wireless IP phones using Emerging Full IP telephony conversion replacing Siemens Rohm at hospital and key systems at remote sites. IE Customer since 2004.
Healthcare	Core and closet network Refresh. Wireless Network; Perimeter & host security. Unified Messaging Voicemail. Centralized Cisco UCM deployment with 7 remote sites and approximately 200 phones. Planned conversion to Cisco UCM as replacement of EON PBX. IE customer since 2004.
SC County Government	Implemented Cisco Unified Communications system for a county government including Cisco Call Manager, Cisco Unity, Contact Center, SRST, and integration with call recording system for multi-location system. IE customer for over 3 years.
SC State Government Agency	Recently implemented QOS on layer 3 links, installed Cisco Unified Communications system including Cisco Call Manager, Cisco Unity Connection, UCCX Contact Center, Presence, and Jabber. Currently engaged in a Cisco Nexus/Citrix Netscaler implementation.



PROJECT TEAM AND SAMPLE PROJECT PLAN

IE Project Team

Once a Statement of Work has been signed, IE will be able to finalize the team assignments for the project.

Name	Role and Responsibility
Marty Jefferson	Unified Communications Practice Manager/Presales Architect (Assists with prebuild design & overall system architecture, serves as an escalation point, oversees entire UC practice, not an on-site engineer)
Derek McKelvey	Service Lead for UC Practice (Assists with prebuild design, serves as an escalation point, assists engineering staff when necessary, not an on-site engineer)
TBD	UC Project Manager (Manages entire lifecycle of the project, helps develop project plan, provides weekly status updates, assists with project documentation, etc.)
TBD	Lead Engineer (Primary project engineer working onsite, develops prebuild design, implements the solution)
TBD	Supporting technical staff (May include presales engineer, trainer, and other supporting engineers)

IE Technical Biographies

IE currently employs a number of highly qualified Cisco Engineers and we will ensure that you are getting a resource with the necessary experience and credentials necessary for the complexity of your project. We have provided a sampling of technical biographies of a couple of our current staff members in the UC Practice.



UC ENGINEER

TECHNICAL BIOGRAPHY

OVERVIEW

Cisco Certified Voice Professional (CCVP) who provides technical solutions for enterprise, medium, and small business clients with a focus on Voice over IP systems. Offers value through enterprise analysis, design, implementation and testing with a focus on stability, redundancy and high availability. Has an exceptional ability to quickly identify, troubleshoot and resolve problems using past experience, knowledge, and available resources when needed. He has the ability to prioritize tasks based on business needs and communicate technical information and concepts to non-technical and senior management.

AREAS OF EXPERTISE

- Cisco Unified Communications
- Call Manager 4.x, 6.x, 7.x
- Cisco Meeting Place Express
- Cisco Unified Messaging 4.X 5.X
- Cisco Unity Connection 2.X
- Gatekeeper & Unified Border Elements
- Microsoft Active Directory Design
- Microsoft Exchange Server 2003/2007
- SQL 2000/2005/2008

CREDENTIALS

- Cisco Life Cycle for Advanced Unified Communications
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Professional (CCNP)
- Cisco Certified Voice Professional (CCVP)

PROFESSIONAL EXPERIENCE

- **Voice Solutions Engineer** - Projects include migration from legacy PBX phone systems to Cisco VoIP consisting of Cisco Unified Communications Managers, Cisco Meeting Place Express, and Cisco Unified Messaging.
 - Performed migrations from Cisco Call Manager 4.x to Cisco Unified Call Manager 6.x/7.x
 - Responsible for engineering Global Dial Plan for on-net calling using Cisco's Gatekeeper and Unified Border Element (CUBE) across internal carrier class network to lower overall LD charges for enterprise customer in Charlotte, NC.
 - Helped design and pilot the program for the Teleworker initiative that included extending Call Manager's capabilities beyond the corporate network, allowing increased productivity from home.
 - Engineered and upgraded Centralized Unity Voice Mail systems from Unity 4.0(5) and Exchange 2003 to Unity 7.0(2) and Exchange 2007. Migrated users via GSM saving and maintaining all user settings and greetings.
 - Performed VoIP assessments following Cisco best practices.



- o Provided Level 4 support for Network Operations Team for production issues with currently deployed Call Manager servers for Metro, Standalone, Regional Enterprise and Branch clusters.
 - o Provided specifications and detailed schematics for the migration of 300+ sites from Cisco Call Manager 4.2(3) to Cisco Unified Call Manager 6.1(3).
 - o Completed retrofit activities and improved design for Call Manager 3.3(4) to 4.2(3) upgrades for Consumer Branches encompassing 20 different clusters with an estimated 60,000 IP endpoints.
 - o Completed Service Requests for the customer to enhance their current Call Manager capabilities
- **Senior Network Architect & Managing Director** – Developed yearly initiatives and budgetary analysis for IT expenditures. Managed all IT related resources including hiring, terminating, and performance assessments. Mentored and trained personnel to better understand current technologies and meet goals established by executive management and business units. Ensured quality technical services by evaluating, recommending, procuring and installing new hardware and software.
 - o Reengineered existing Point-to-Point network to new MPLS Net-VPN solution providing a fully meshed topology to support the corporate disaster recovery initiative. Designed network infrastructure and site plans, coordinated circuit provisioning and turn ups with Regional Telco provider for all Metro Ethernet, DS3 and DS1 circuits.
 - o Coordinated and managed Cisco AVVID deployment by converting all remote locations to VoIP replacing the old NEC IPS 2000 TDM based system, thereby reducing long term costs and administrative overhead. Implemented QoS/CoS policies across WAN links for increased reliability for converged IP data and voice packets.
 - o Performed security analysis and perimeter defense for all office locations using Cisco PIX Firewalls and Network IDS sensors.
 - o Implemented WiFi Network using Cisco WLSE and Aironet 1130 A/G Access points using a combination of Cisco LEAP, EAP-FAST authentication protocols and WPA, AES and Static WEP Encryption methods.
 - o Designed, configured, and installed Cisco 4510, 3750 series PoE switches for VoIP.
 - o Managed, installed and configured Cisco 2800/3800 series routers at branch sites for MGCP Gateway and SRST.
 - o Managed, installed and configured Call Manager Express and Cisco Unity Express.
 - o Reengineered current server farm infrastructure by providing high availability and scalability by implementing a Windows 2003 Cluster for our SQL 2000 servers connected to a directly attached EMC CX300 storage area network (SAN) fiber channel array.
 - o Developed Business Continuity Plan and designed current Disaster Recovery initiative by incorporating a remote hot site into our MPLS network allowing for instantaneous fail over and recovery.



- **Network Engineer and Systems Integrator** – Coordinate relationships between individual business units and IT. Establish business requirements to ensure adherence to approved methodologies and standard technology practices to enhance and/or develop solutions delivered by IT.
 - Designed and engineered enterprise solution for VPN connectivity for regional and global office business units. Currently responsible for all Cisco IOS Router, Switch & PIX maintenance, installation and changes to configurations. Provide secure remote access for home office users.
 - Designed and installed new Windows 2000 AD and Exchange 2000 environment for migration from current NT 4.0 domain structure. Provided detailed plan of migration of users off current ISP mail system to new Exchange server.
 - Configure and maintain all Windows 2000 & 2003 production servers, including all web services, DNS, DHCP, SQL 2000, Exchange 2000 & 2003, Terminal Server, MS Software Update Server, Norton Anti-Virus Corporate Edition, Navision and Plumtree Enterprise Portal 5.0. Designed and implemented the current Windows 2000 Active Directory environment. Perform capacity planning analysis for all infrastructure related services.
 - Upgraded Cisco Call Manager servers with Service Packs and Engineering Specials.
 - Designed and implemented new core backbone using Cisco 4510R switches and 7206VXR routers to provide multi VLAN configuration at the host site while providing stability across the WAN.
 - Implemented Cisco 2800 & 3750 integrated series routers & POE switches for VoIP implementation.
 - Responsible for security analysis and perimeter defense for all office locations using Cisco PIX Firewalls and Network IDS sensors.



UC ENGINEER

TECHNICAL BIOGRAPHY

OVERVIEW

Unified Communications Practice Manager with over twenty years experience in computer technology, telephony and networking.

AREAS OF EXPERTISE

- Network Design and Implementation
- Cisco Router and Switch Configuration, Deployment and Support
- IP Telephony/VoIP Design and Support
- Requirements Determination and Analysis
- Network Diagnosis and Troubleshooting
- Project Management

CREDENTIALS

- Cisco IP Telephony Design Specialist
- Cisco Unity Support Specialist
- Cisco Certified Network Associate
- Cisco Certified Design Associate
- Microsoft Certified Systems Engineer 2000
- Checkpoint Certified Security Administrator

PROFESSIONAL EXPERIENCE

- **Network Implementation:** The installation of a 1000 node Cisco network for a 230,000-sq/ft office building. This network was based on Cisco layer 3 switching and a Gigabit Fiber backbone. In this installation, Martin was also responsible for designing and implementing a Unified Communications telephony solution. The solution was based on two Call Managers with 30 phones and a UOne voice mail system. The integration to the Nortel Meridian Option 61C using a PRI connection was also part of the project.
- **Cisco Unified Communications Telephony Deployments:** The installation of a Unified Communications solution that included over 600 IP Phones, (4) Call Managers, (4) WS-6608 Gateways, (1) 3360 Gateway and SMDI Voice Mail Integration to an Interactive Intelligence System (I3). A new corporate network was installed to support the Unified Communications solution. This network consisted of (7) Catalyst 6509's. They were (2) 6509's utilized as the core layer and (5) 6509's at the distribution and access layers. The 6509's were configured with (4) WS-6624 Analog interfaces for SMDI Integration to the I3 system and Modem/Fax connections. This site was then connected to a remote site via an ATM connection to create a multi-cluster voice system.
- **The installation of a 400 phone Cisco Unified Communications solution for a law firm.** The solution included (2) Call Manager servers, (1) Unity Unified Messaging server, (1) Communication Media Module and (400) Cisco 7970 phones. There were two sites connected via a Point-to-Point T1 circuit that requires a QoS configuration. Each site required a separate Auto Attendant. Cisco IP Manager Assistant (IPMA) was implemented in the system. The solution also included a 5 seat contact center for IT support calls.
- **Contact Center Re-design:** The re-design of a 65 seat contact center taking calls from across the US for health insurance providers and members. The new design simplified future maintenance and enhanced alerting.



UC ENGINEER

TECHNICAL BIOGRAPHY

OVERVIEW

Cisco Certified Internetwork Expert (CCIE) who provides technical solutions for enterprise, medium and small business clients with a focus on Voice over IP systems. Offers value through enterprise analysis, design, implementation and testing with a focus on stability, redundancy and high availability. Has an exceptional ability to quickly identify, troubleshoot and resolve problems using past experience, knowledge, and available resources when needed. He has the ability to prioritize tasks based on business needs and communicate technical information and concepts to non-technical and senior management.

AREAS OF EXPERTISE

- Cisco Unified Communications
- Cisco Unified Call Manager
- Cisco Meeting Place Express
- Cisco Unified Messaging
- Cisco Unity Connection
- Gatekeeper & Unified Border Elements
- Cisco Unified Contact Center Express
- Cisco Unified Contact Center Enterprise
- Voice Protocol - (MGCP, H323, SIP, SCCP, and ISDN PRI)
- IP Telephony Networks (CCM, CME, GW, GK, Dial Plans)

CREDENTIALS

- Cisco Certified Internetwork Expert (CCIE) in Voice
- Cisco Certified Internetwork Expert (CCIE) in R&S
- Cisco Certified Internetwork Expert (CCIE) in Security

PROFESSIONAL EXPERIENCE

Projects include migration from legacy PBX phone systems to Cisco VoIP consisting of Cisco Unified Communications Managers, Cisco Meeting Place Express, Cisco Unified Contact Center Express, Cisco Unified Contact Center Enterprise and Cisco Unified Messaging.

- Performed migrations from Cisco Call Manager 4.x to Cisco Unified Call Manager 6.x/7.x/8.x
- Performed migrations from Avaya contact center to Cisco Unified Contact Center 6.x/7.x/8.x
- Responsible for engineering Global Dial Plan for on-net calling using Cisco's Gatekeeper and Unified Border Element (CUBE) across internal carrier class network to lower overall LD charges for enterprise customer.
- Engineered and upgraded Centralized Unity Voice Mail systems from Unity 4.0(5) and Exchange 2003 to Unity 8.0(3) and Exchange 2010. Migrated users via GSM saving and maintaining all user settings and greetings.
- Performed VoIP assessments following Cisco best practices.



- Provided Level 3 support for Network Operations Team for production issues with currently deployed Call Manager servers and Cisco Contact Center.
- Provided specifications and detailed schematics for the migration of 300+ sites from Cisco Call Manager 4.2(3) to Cisco Unified Call Manager 8.0(3).
- Completed retrofit activities and improved design for Call Manager 3.3(4) to 4.2(3) upgrades for Consumer Branches encompassing 20 different clusters with an estimated 30,000 IP endpoints.
- Completed Service Requests for the customer to enhance their current Cisco Contact Center capabilities
- Provide systems/product training to peers within the team .
- Design, setup/configure test beds to execute feature testing, test suites, scenario testing, duration testing, stress testing, scalability/performance testing, interoperability testing between multiple systems, report results and report product's defects to enhance the product's quality.
- Configuring layer 2 and layer 3 connections for Call Manager, Unity, IP Phone, IPCC Enterprise, IPCC express and IOS Gateway.
- Design the detailed Test Plan with reference to customer requirement document and product required document.
- Draft deliverable documents including network drawings and device configuration that customer can use to operate implemented solutions.
- Technically supports to sales team for complex solution.



PROJECT MANAGER

TECHNICAL BIOGRAPHY

OVERVIEW

Bilingual International Project Manager with over 21 years experience directing all kinds of projects of all sizes domestically & internationally, in 10 countries (including a war zone). Expert in process development, identifying the current state, creating the future vision, and then "connecting the dots".

AREAS OF EXPERTISE

- Project Management
- Microsoft Project
- Microsoft Office Suite
- Process Development

EDUCATION BACKGROUND

University of North Carolina Charlotte, Charlotte, NC

- Bachelors of Business Administration

The George Washington University, Washington, DC

- Masters Certificate in Project Management

PROFESSIONAL EXPERIENCE

- **Project Manager** consulting/subcontracting to one of the world's largest defense contractors.
 - Created sophisticated MS Project timelines for CONUS and OCONUS projects exceeding \$100M.
 - Managed 7 direct reports and facilitated the efforts of 100's of US, NATO and Afghan military personnel on 8 military bases in a war zone to build a military training program.
 - Acted as Project Management and Process Development consultant to the US General's staff.
- **Associate Director Latin American Customer Operations** in Telecommunications supporting operational improvement and new business development in 11 countries.
 - Developed the implementation plan and business processes for a start-up wireless company in Guatemala. Designed and built a new 60 seat call center.
 - Coordinated call center outsourcing efforts in Peru (RFP development and management, vendor selection, process development, and implementation).
 - Created customer operations processes to support wireless network expansion in Chile.
 - Conducted due diligence analysis of Customer Operations business processes for potential purchase of an existing communications company in Mexico.



- **Project Manager** leading various wireless and landline projects in Telecommunications responsible for 7 direct-report manager, 100 project team members, 7000 call center representatives, and 50 call centers in 9 states.
 - Led a new business venture accounting for > \$16.5M annual revenue.
 - Directed a re-engineering effort changing business operations resulting in \$20M annual savings.
 - Created a sophisticated sales forecasting model for the 7000 reps with a 3-year accuracy rate of 97%.
- **Process Reengineering Manager** in Telecommunications managing a project designed to reduce operating costs by improving process efficiency and reducing headcount.
 - Consolidated 25 network centers to 10 in 9 states developing/implementing process/system improvements, reducing headcount by 170, realizing operational savings of \$12.2M annually.
- **Project Manager/Consultant** in various industries domestically and internationally.
 - Directed a project for a South American archaeological dig (30 students & 200 indigenous workers).
 - Directed a language program in South America for Harvard University.
 - Led a multinational team of 80 specialists in the design and implementation of an experimental archaeology film project in Bolivia. Completed ahead of schedule, reducing estimated contract costs by 80%.
 - Consulted a mortgage company on call center operations. Conducted an "as-is" analysis (financial, strategic, and tactical) of call center options, in-house and outsourced, and developed the "to-be" vision with implementation plans including budget details, process flows & scripting, system requirements, staffing (roles & responsibilities), RFP's, and training requirements.
 - Managed various residential construction projects (commercial GC license).
 - Consulted to a commercial construction company to implement trial business processes in order to assess the business plan for a new business venture. Analyzed resultant data discovering substantial errors in the business plan resulting in a "no-go" business decision, preventing a 60% investment loss.
- **Director** for a private university with 34 campuses.
 - Directed student & alumni job placement activities; taught business classes.
 - Managed projects to exceed ACCSC national accreditation standards. Exceeded ACCSC standards for every review during my tenure.



SAMPLE UNIFIED COMMUNICATIONS PROJECT PLAN

After the Statement of Work is signed and the project team has been assigned, IE's Project Manager will work with the City's project team to develop a Project Plan customized specifically for your project.

Task Name	Duration	Start	Resource Names
Kick-Off Meeting			IE Engineer, IE Project Manager, COC
Pre-build Design Session			
Assess Current Network and requirements			
Review Existing Diagrams			IE Engineer, Customer
Determine Functional Requirements (First 5 main sites)			IE Engineer, COC
Identify QoS marking and queuing strategies and provide QoS recommendations to WAN provider			IE Engineer
Identify PSTN circuit requirements			IE Engineer
Site Survey			IE Engineer
Final BOM			IE Engineer
Gather DID Information			IE Engineer, COC
Gather employee usernames and extensions			IE Engineer, IE Project Manager,
Review LAN switch configurations			IE Engineer
Review existing ACD functionality and work flows with Contact Center and finalize contact center design			IE Engineer, IE Project Manager,
Determine voice circuit configuration parameters			IE Engineer
Review codec usage and transcoding needs			IE Engineer
Identify music on hold sources files and usage			IE Engineer
Document end user contact center agent/supervisor training			IE Engineer
Complete design workbook and diagrams			IE Engineer
Document text and acceptance procedures			IE Engineer
Plan Migration Schedule			IE Engineer, IE Project Manager, COC
Plan training for end users, console attendants and contact center agent/supervisor training			IE Engineer, IE Project Manager, COC
Design Review Meeting			IE Engineer, IE Project Manager, COC
Acceptance of Design			COC
Determine Functional Requirements for remaining sites			IE Engineer
Equipment			
Inventory			IE Engineer
Build and Install			
Install and Configure B200 M3 blades			
Install blades in existing Chassis			
Provision hosts in UCM manager			
Install VMWare on blades			
Install and configure secondary UCCX Server			
Create (1) virtual machine using the appropriate OVA template on one of the blade servers			IE Engineer
Configure server as a secondary node in the cluster			
Install and configure Attendant Console Server			
Create (1) virtual machine using the appropriate OVA template on either of the two Cisco UCS servers			IE Engineer
Install OS			IE Engineer
Install Attendant Console			IE Engineer
Integrate Attendant Console with UCM			IE Engineer
Phase 1 Migration (980 and St Joseph)			
Build and Install			
Configure integration between Cisco UCM and Avaya system			
Telephony Call Control			
Configure device pools			IE Engineer



Configure DHCP to hand out UCM address for FTP servers	IE Engineer
Configure call routing	IE Engineer
Configure (1) default music on hold file-based source per location	IE Engineer
Configure default phone template	IE Engineer
Configure default load ID for phones	IE Engineer
Configure Voicemail	
Configure mailboxes	IE Engineer
Test (5) random mailboxes	IE Engineer
Configure auto attendant	IE Engineer
Configure Contact Center	
Configure queues as determined during the assess phase	IE Engineer
Configure agent skills	IE Engineer
Add contact center agent/supervisor users	IE Engineer
Associate skill groups to agents	IE Engineer
Deploy agent/supervisor desktops	IE Engineer
Test call distribution	IE Engineer
Test reporting using standard reports	IE Engineer
Configure Presence	
Configure Presence users	IE Engineer
Deploy Cisco Jabber on PC's	IE Engineer
Configure Attendant Console	
Deploy Attendant Console THE CITY	IE Engineer
Install IP Phones	
Unbox and Install phones for locations	IE Engineer
Document MAC addresses	IE Engineer
Power up	IE Engineer
Assign Phone to users	IE Engineer
Install Voice Gateways	
Rack, Stack, Power up voice gateways at each site	IE Engineer
Verify all interfaces are recognized	IE Engineer
Configure host names	IE Engineer
Configure IP addresses	IE Engineer
Create Sub-interfaces and associated VLAN tags	IE Engineer
Configure IP routing	IE Engineer
Configure administrator authentication parameters	IE Engineer
Configure security best practices	IE Engineer
Add Gateways to UCM database	IE Engineer
Configure SIP trunks for inbound/outbound PSTN connectivity	IE Engineer
Configure PRI connections to PSTN for off-net calls	IE Engineer
Configure voice trunk signaling	IE Engineer
Configure route plan on UCM for access to gateway	IE Engineer
Configure gateway protocol	IE Engineer
Configure dial peers	IE Engineer
Configure Layer 3 QoS	IE Engineer
Test and Acceptance	
Confirm ready for Migration	IE Engineer
End User Training	
Cisco IP Phones	IE Engineer, IE Project Manager, COC
Advance Phone Functionality	IE Engineer, IE Project Manager, COC
Call Center Agent Training	IE Engineer, IE Project Manager, COC
Call Center Supervisor Training	IE Engineer, IE Project Manager, COC
Attendant Console Training	IE Engineer, IE Project Manager, COC
Migration	



Day Two Support	IE Engineer, COC
Phase 2 Migration	
Build and Install	
Telephony Call Control Software	
Configure device pools	IE Engineer
Configure DHCP to hand out UCM address for FTP servers	IE Engineer
Configure call routing	IE Engineer
Configure default music on hold file-based source per location	IE Engineer
Configure default phone template	IE Engineer
Configure default load ID for phones	IE Engineer
Install Voicemail Infrastructure	
Configure mailboxes	IE Engineer
Test random mailboxes	IE Engineer
Configure auto attendant	IE Engineer
Install Contact Center Infrastructure	
Configure queues as determined during the assess phase	IE Engineer
Configure agent skills	IE Engineer
Add contact center agent/supervisor users	IE Engineer
Associate skill groups to agents	IE Engineer
Deploy agent/supervisor desktops	IE Engineer
Test call distribution	IE Engineer
Test reporting using standard reports	IE Engineer
Install Presence Infrastructure	
Configure Presence users	IE Engineer
Deploy Cisco Jabber on PC's	IE Engineer
Install IP Phones	
Unbox and Install phones for locations	IE Engineer
Document MAC addresses	IE Engineer
Power up	IE Engineer
Assign Phone to users	IE Engineer
Install Voice Gateways	
Rack, Stack, Power up voice gateway at each site	IE Engineer
Verify all interfaces are recognized	IE Engineer
Configure host names	IE Engineer
Configure IP addresses	IE Engineer
Create Sub-interfaces and associated VLAN tags	IE Engineer
Configure IP routing	IE Engineer
Configure administrator authentication parameters	IE Engineer
Configure security best practices	IE Engineer
Add Gateways to UCM database	IE Engineer
Configure SIP trunks for inbound/outbound PSTN connectivity	IE Engineer
Configure PRI connections to PSTN for off-net calls	IE Engineer
Configure FXO connections to PSTN for off-net calls	IE Engineer
Configure voice trunk signaling	IE Engineer
Configure route plan on UCM for access to gateway	IE Engineer
Configure gateway protocol	IE Engineer
Configure dial peers	IE Engineer
Configure Layer 3 QoS	IE Engineer
Test and Acceptance	
Confirm ready for Migration	IE Engineer
End User Training	
Cisco IP Phones	IE Engineer, IE Project Manager, COC
Advance Phone Functionality	IE Engineer, IE Project Manager, COC
Call Center Agent Training	IE Engineer, IE Project Manager, COC



Call Center Supervisor Training	IE Engineer, IE Project Manager, COC
Attendant Console Training	IE Engineer, IE Project Manager, COC
Migration	
Day Two Support	IE Engineer, COC
Phase 3 Migration	
Build and Install	
Telephony Call Control Software	
Configure device pools	IE Engineer
Configure DHCP to hand out UCM address for FTP servers	IE Engineer
Configure call routing	IE Engineer
Configure default music on hold file-based source per location	IE Engineer
Configure default phone template	IE Engineer
Configure default load ID for phones	IE Engineer
Install Voicemail Infrastructure	
Configure mailboxes	IE Engineer
Test random mailboxes	IE Engineer
Configure auto attendant	IE Engineer
Install Contact Center Infrastructure	
Configure queues as determined during the assess phase	IE Engineer
Configure agent skills	IE Engineer
Add contact center agent/supervisor users	IE Engineer
Associate skill groups to agents	IE Engineer
Deploy agent/supervisor desktops	IE Engineer
Test call distribution	IE Engineer
Test reporting using standard reports	IE Engineer
Install Presence Infrastructure	
Configure Presence users	IE Engineer
Deploy Cisco Jabber on PC's	IE Engineer
Install IP Phones	
Unbox and Install phones for locations	IE Engineer
Document MAC addresses	IE Engineer
Power up	IE Engineer
Assign Phone to users	IE Engineer
Install Voice Gateways	
Rack, Stack, Power up voice gateway at each site	IE Engineer
Verify all interfaces are recognized	IE Engineer
Configure host names	IE Engineer
Configure IP addresses	IE Engineer
Create Sub-interfaces and associated VLAN tags	IE Engineer
Configure IP routing	IE Engineer
Configure administrator authentication parameters	IE Engineer
Configure security best practices	IE Engineer
Add Gateways to UCM database	IE Engineer
Configure SIP trunks for inbound/outbound PSTN connectivity	IE Engineer
Configure PRI connections to PSTN for off-net calls	IE Engineer
Configure FXO connections to PSTN for off-net calls	IE Engineer
Configure voice trunk signaling	IE Engineer
Configure route plan on UCM for access to gateway	IE Engineer
Configure gateway protocol	IE Engineer
Configure dial peers	IE Engineer
Configure Layer 3 QoS	IE Engineer
Test and Acceptance	
Confirm ready for Migration	IE Engineer



End User Training

Cisco IP Phones

IE Engineer, IE Project Manager, COC

Advance Phone Functionality

IE Engineer, IE Project Manager, COC

Call Center Agent Training

IE Engineer, IE Project Manager, COC

Call Center Supervisor Training

IE Engineer, IE Project Manager, COC

Attendant Console Training

IE Engineer, IE Project Manager, COC

Migration

Day Two Support

IE Engineer, HCS

Knowledge Transfer

Review of Device configurations for all equipment installed

IE Engineer, IE Project Manager, COC

Review of common administrative and maintenance tasks

IE Engineer, IE Project Manager, COC

Review of common troubleshooting tasks

IE Engineer, IE Project Manager, COC

User moves, adds, and changes for the call control, voicemail, and contact center systems

IE Engineer, IE Project Manager, COC

Close Out Meeting

Documentation

IE Engineer, IE Project Manager, COC



REFERENCES

Name: Steve Cobb, BenefitFocus
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EXCEPTIONS

IE has included a marked up copy of the Request for Proposal with exceptions. The list of exceptions follows:

#18, page 4 – Competitive Procurement: Text marked should be changed to read, “Offeror shall endeavor to notify the City...”

#24, page 5 – Notice to Proceed: IE does not have a bonding mechanism in place and cannot provide Performance or Payment Bonds at this time.

#26, page 6 – Modification:

1) Please note that the City’s unilateral right to modification (as defined in the first sentence) may only be exercised – “prior to the shipment of any goods and/or the beginning of the delivery of Services by Offeror. Subsequent to these conditions all change orders will require consent of Offeror and promise to pay for Offeror’s Goods and Services as agreed.”

2) The following sentence needs to change from -- “At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract.” The new sentence should read -- “At the direction of the Director of Procurement the successful Offeror shall be obligated to perform the revised contract provided the revised contract does not place undue hardship on the Offeror, nor materially impact the Offeror’s projected profit margins on the transaction nor compromise the quality, reliability or best-practice design of the original solution.

#29, pages 6 & 7 – Indemnification: -

1) First sentence in the second paragraph needs to be changed to the following – “The Contractor expressly agrees to indemnify the City and its employees against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses (whether in connection with bodily injury or death or property damage or loss) arising out of Contractor’s gross negligence or willful misconduct or that of any of its employees or any person, firm, or corporation directly employed by the Contractor. Notwithstanding the foregoing, Contractor shall not indemnify the City, its employees, authorized agents or the public from claims for personal or property damages, claims, lawsuits or expenses that are the result of the City’s negligence or willful misconduct.

2) 3rd to last sentence needs to read – “This obligation shall survive the suspension or termination of the contract for a period of one (1) year provided the contract has not been terminated as a result of an uncured breach of this agreement by the City.”

#30, page 7 – Offeror’s Qualifications: IE is a Regional IT Solutions Provider headquartered in Charlotte, NC and has been in consistent business operation since 1996. As is a privately held corporation, IE does not provide detailed financial disclosure to 3rd parties. However, IE’s total sales for 2013 was \$120M. Upon intent to award notification, and the execution of a non-disclosure agreement between the parties, IE will provide a summary financial disclosure if necessary to demonstrate our financial viability.

#31, page 7 – Assignment: - This paragraph will need to be revised to state that the – “Neither party will assign its rights or obligations under this Agreement without the prior consent of the other party except that Offeror may assign this Agreement, in whole or in part, without the City’s consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns.”

#34, page 8 – Termination:

- 1) For Convenience - 2nd sentence “ If the contract is so terminated...and shall compensate Contractor for all goods delivered along with all necessary and reasonable direct costs of performing the services...” The provision should include "and goods provided".
- 2) For Default – Should state “If the Contractor fails to comply with the terms of the contract, other than as a result of a Force Majeure event as described in Section 53, the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the receipt of written notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and...”

#35, page 8 – Material & Workmanship, Section C: This section should state the following - “The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable. Contractor shall make commercially reasonable efforts to provide replacement personnel as soon as practicable and maintain the published or previously agreed upon project schedule. Contractor shall not be deemed in breach of its obligations hereunder for any subsequent delay that may result from the City’s exercise of its rights as defined in this section.”

#42, page 10 – Ownership of Material: Sentence should read – “Except for pre-existing and pre-owned proprietary elements which Offeror incorporates into any work product delivered under this Agreement (“Prior Elements”), ownership of all data, material and documentation originated...exclusively to the City”

#46, page 11 – Records Retention: Paragraph needs to state: “The City shall have the right, upon reasonable advanced written notice to Contractor (but in no case less than ten (10) days), to audit the books and records of Contractor as they pertain solely to Contractor’s obligations under this Agreement. The City may audit Contractor not more than one (1) time in any 12-month period. All onsite audit activities will be conducted during Contractor’s normal business hours and shall be non-disruptive to Contractor’s primary business activities. Contractor shall cooperate with the City’s reasonable requests for information and access as each pertain solely to this agreement.”

#49, page 11 – Payment: Strike “processed” and replace with “paid”.

#52, page 12 – Default: Strike the last section of the first sentence – “...charging the Contractor with any excessive costs.”

#58, page 13 – Guarantee & Warranties: IE does not warrant that Cisco products are free from defects, see standard Cisco Warranty for terms and conditions. Replace 24 months with 90 days.

#65, page 13 – Term: IE cannot guarantee that the pricing of Cisco SKUs will not change or increase by the manufacturer. IE will honor quoted prices as long as Cisco has not raised prices. IE professional services pricing may change after one year, depending on future project requirements. IE can provide the City of Charleston with Block Services Hours Contracts and/or iVIEW Support Contracts which would effectively lock in professional services pricing at current/reduced levels.

Page 22 – Vendor’s Duty to Inspect: “No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.” Add “Provided that the city has made full and timely disclosure of all information.”

Page 24 – Contract Terms – same as #65, page 13.



Page 28 – Professional Liability – IE's deductible is \$25,000. IE does not maintain client coverage for a year beyond project completion, typically the coverage is for one year after date of issuance. See below for a sample Certificate of Insurance:

Client#: 16459		INTSE	
ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/19/2009	
PRODUCER Hood, Hargett & Associates Inc Post Office Box 30127 Charlotte, NC 28230 704 374-1863		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Internetwork Services, Inc. P.O. Box 473155 Charlotte, NC 28247-3155		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
COVERAGES			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR ADD'L TR	INSUR	TYPE OF INSURANCE	POLICY NUMBER
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
			POLICY EFFECTIVE DATE (MM/DD/YYYY) 02/01/09
			POLICY EXPIRATION DATE (MM/DD/YYYY) 02/01/10
			LIMITS
			EACH OCCURRENCE \$1,000,000
			DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000
			MED EXP (Any one person) \$10,000
			PERSONAL & ADV INJURY \$1,000,000
			GENERAL AGGREGATE \$2,000,000
			PRODUCTS - COMP/PROP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	
			POLICY EFFECTIVE DATE (MM/DD/YYYY) 02/01/09
			POLICY EXPIRATION DATE (MM/DD/YYYY) 02/01/10
			LIMITS
			COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
			BODILY INJURY (Per person) \$
			BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	
			POLICY EFFECTIVE DATE (MM/DD/YYYY) 02/01/09
			POLICY EXPIRATION DATE (MM/DD/YYYY) 02/01/10
			LIMITS
			AUTO ONLY - EA ACCIDENT \$
			OTHER THAN AUTO ONLY: EA ACC \$
			AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	
			POLICY EFFECTIVE DATE (MM/DD/YYYY) 02/01/09
			POLICY EXPIRATION DATE (MM/DD/YYYY) 02/01/10
			LIMITS
			EACH OCCURRENCE \$3,000,000
			AGGREGATE \$3,000,000
			\$
			\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	
			POLICY EFFECTIVE DATE (MM/DD/YYYY) 02/01/09
			POLICY EXPIRATION DATE (MM/DD/YYYY) 02/01/10
			LIMITS
			<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
			E.L. EACH ACCIDENT \$500,000
			E.L. DISEASE - EA EMPLOYEE \$500,000
			E.L. DISEASE - POLICY LIMIT \$500,000
A		OTHER Errors and Omissions	
			POLICY EFFECTIVE DATE (MM/DD/YYYY) 02/01/09
			POLICY EXPIRATION DATE (MM/DD/YYYY) 02/01/10
			LIMITS
			\$2,000,000 Each Glitch
			\$2,000,000 Aggregate
			\$25,000 Retention
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS			
CERTIFICATE HOLDER		CANCELLATION	
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE <i>John P. Joppy</i>	

ACORD 25 (2001/08) 1 of 2

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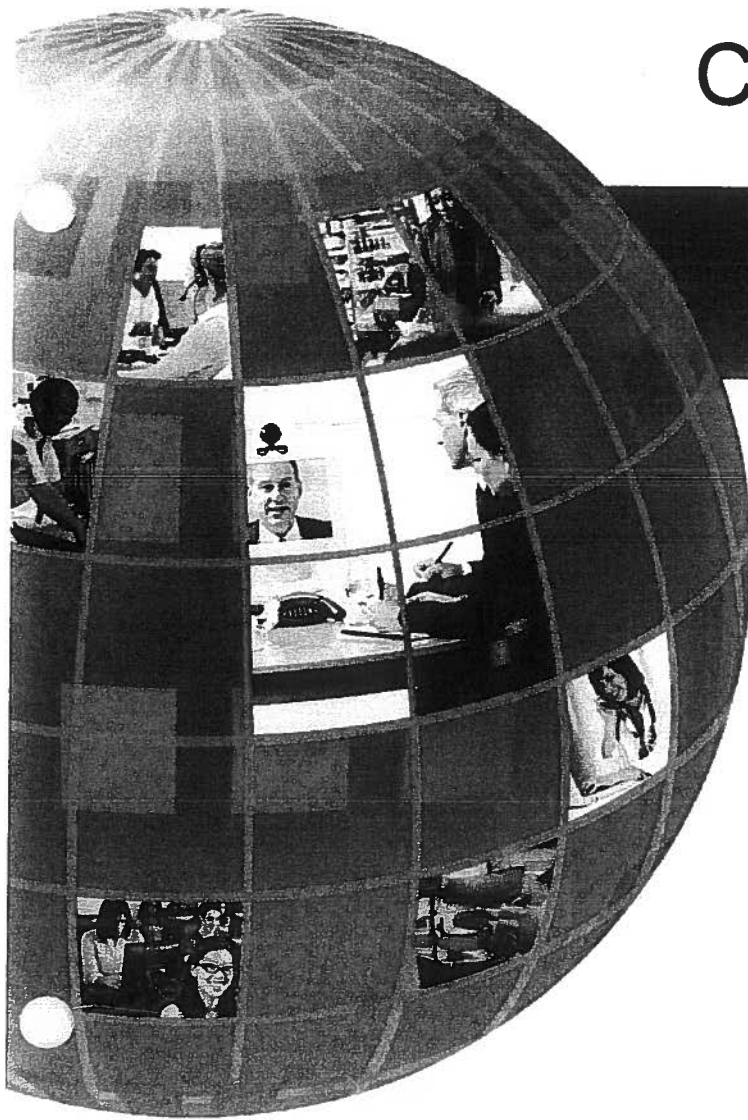
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ATTACHMENTS

1. Signed & Completed Bid Forms
2. Pricing/Cost Proposal (Including IE Quote and Statement of Work with Project Costs)
3. Statement of Work (Redacted for Proposal to remove pricing)

Cisco VoIP Proposal



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**INTERNETWORK
ENGINEERING**

For: City of Charleston



Cisco VoIP Telephony Solution

RFP #: 14-PO25R

PRICING PROPOSAL

August 13, 2014

Prepared by:

Ryan Jenkins

Account Manager

rjenkins@ineteng.com

(803) 920-6119



PRICING SUMMARY

PROJECT PRICE – PROFESSIONAL SERVICES \$68,000.00

Please refer to Statement of Work page 18 for pricing notes and full Statement of Work document for description of all Professional Services Items that are included in the Fixed Fee Cost.

PROJECT PRICE – CISCO EQUIPMENT \$96,827.31

The total cost for the proposed equipment is **\$96,827.31**, excluding taxes and shipping charges (if applicable). Please refer to Attachment A Bill of Materials and IE Quote # COC140813-1 for line-item pricing.

TOTAL PROJECT PRICE \$164,827.31

Total Project Cost as proposed excluding tax and shipping charges, if applicable.

Any questions comments or requests for additional information should be directed to Ryan Jenkins at (803) 920-6119.

The City of Charleston - CISCO VOIP TELEPHONY SOLUTION - Gaillard Center

Attachment A: Bill of Materials

Line Number	Item Name	Description	Service Duration	Quantity	Selling Price	Service Type
1.0	BE6K-ST-BDL-K9=	Cisco BE6000 Medium Density Server Export Restricted SW	N/A	2	9,588.00	
1.0.1	CON-SNTP-BE6KSTBD	SMARTNET 24X7X4 Cisco Business Edition 6000 UCS Srv 9.0	12 month(s)	2	420.64	PRIMARYSERVICE
1.1	BE6K-SW-9X10X	Cisco Business Edition 6000 - Software App Version 9.X 10.X	N/A	2	0.00	
1.2	CIT-PSU-BLKP	Power Supply Blanking Panel/Filler	N/A	2	0.00	
1.3	CIT-SD-16G-C220	16GB SD Card Module for C220 servers	N/A	2	0.00	
1.4	CTI-VCSC-BE6K-PAK	Config Only E-Delivery VCS Control PAK PID	N/A	2	0.00	
1.5	LIC-VCS-10+	Video Comm Server 10 Add Non-traversal Network Calls	N/A	2	0.00	
1.6	LIC-VCS-BASE-K9	License Key - VCS Encrypted Software Image	N/A	2	0.00	
1.7	LIC-VCS-GW	Enable GW Feature (H323-SIP)	N/A	2	0.00	
1.8	LIC-VCSE-5+	Video Communication Server - 5 Traversal Calls	N/A	2	0.00	
1.9	R2XX-RAID10	Enable RAID 10 Setting	N/A	2	0.00	
1.10	UC-A03-D500GC3	500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted	N/A	8	0.00	
1.11	UC-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	N/A	4	0.00	
1.12	UC-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v	N/A	8	0.00	
1.13	UC-PSU-650W	650W Power Supply Unit For UCSC C220 Rack Server	N/A	2	0.00	
1.14	UC-RAID-9271	MegaRAID 9271-Bi + Battery Backup for C240 and C220	N/A	2	0.00	
1.15	VMW-VS5-HYP-K9	Cisco UC Virt. Hypervisor 5.x (2-socket)	N/A	2	0.00	
1.16	VMW-VS5-SNS	Cisco UC Virt. Hypervisor 5.x - SnS	N/A	2	0.00	
1.17	CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plug North America	N/A	2	0.00	
				SubTotal (USD)	10,008.64	
2.0	R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	N/A	1	0.00	
2.0.1	CON-ESW-RCBE6KK	ESSENTIAL SW Cisco Business Editi	12 month(s)	1	0.00	PRIMARYSERVICE
2.1	BE6K-SW-10.X	Cisco Business Edition 6000 - Software Version 10.X	N/A	1	0.00	
2.2	BE6K-START-UWL25	BE 6000 - User License Starter Bundle with 25 UWL Licenses	N/A	1	510.00	
2.3	BE6K-UCL-BAS	Cisco Business Edition 6000 - Basic User Connect License	N/A	255	16,256.25	
2.4	BE6K-UWL-STD	Cisco Business Edition 6000 - Workspace License Standard	N/A	35	5,801.25	
2.5	JABBER-IM-ADDON	Jabber for Everyone Additional IM Users	N/A	255	0.00	
2.6	EXPWY-VE-C-K9	Cisco Expressway-C Server Virtual Edition	N/A	1	0.00	
2.6.0.1	CON-ESW-EXPWYVEC	ESSENTIAL SW Cisco Expressway-C S	12 month(s)	1	0.00	PRIMARYSERVICE
2.7	UCM-10X-UWLSTD	BE6K UCM 10X CUWL BE Users - Single Fulfillment	N/A	60	0.00	
2.7.0.1	CON-ESW-UCMUWLST	ESSENTIAL SW BE6K UCM 10X CUWL BE	12 month(s)	60	1,108.80	PRIMARYSERVICE
2.7.0.2	UCSS-U-6KUWLBE-1-1	BE6K UCSS for CUWL-BE User - 1 Year - 1 User	12 month(s)	60	0.00	
2.8	UCXN-10X-SCPORTS	BE6K - Unity Connection 10x - VM Speech Connect Ports	N/A	2	0.00	
2.9	UCXN-10X-UWLSTD	BE6K - Unity Connection 10x - VM UWL Standard License	N/A	60	0.00	
2.10	WBX-IM1-NH-UWL	Included WebEx Messenger Users (1 Year Term)	N/A	60	0.00	
2.11	WEBEX-UWL-BE-PAK	WebEx PAK - CUWL BE	N/A	1	0.00	
2.12	BE6K-PAK	Cisco Business Edition 6000 - PAK - Single Fulfillment	N/A	1	0.00	
2.13	UCM-10X-BAS-UCL	BE6K UCM 10X Basic User Connect License - Single Fulfillment	N/A	255	0.00	
2.13.0.1	CON-ESW-UCMUCBAS	ESSENTIAL SW BE6K UCM 10X Basic U	12 month(s)	255	1,570.80	PRIMARYSERVICE
2.13.0.2	UCSS-U-6K-BAS-1-1	BE6K - UCSS for Basic User - 1 Year - 1 User	12 month(s)	255	1,040.40	
2.14	EXPWY-VE-E-K9	Cisco Expressway-E Server Virtual Edition	N/A	1	0.00	
2.14.0.1	CON-ESW-EXPWYVEE	ESSENTIAL SW Cisco Expressway-E Server Virtual Editi	12 month(s)	1	0.00	PRIMARYSERVICE
2.15	SW-EXP-8.X-K9	Software Image for Expressway with Encryption Version X8	N/A	1	0.00	
2.16	BE6K-UXL-START	BE6K Starter Pack - Single Fulfillment Enforcement	N/A	1	0.00	
2.17	JABBER-IM-RTU	Jabber for Everyone Right to Use	N/A	1	0.00	
2.18	LIC-EXP-AN	Enable Advanced Networking Option	N/A	1	0.00	
2.19	LIC-EXP-E	Enable Expressway-E Feature Set	N/A	1	0.00	
2.20	LIC-EXP-E-PAK	Expressway Series Expressway-E PAK	N/A	1	0.00	
2.21	LIC-EXP-GW	Enable GW Feature (H323-SIP)	N/A	2	0.00	
2.22	LIC-EXP-SERIES	Enable Expressway Series Feature Set	N/A	2	0.00	
2.23	LIC-EXP-TURN	Enable TURN Relay Option	N/A	1	0.00	
2.24	LIC-SW-EXP-K9	License Key Software Encrypted	N/A	2	0.00	
2.25	PC-10X-STANDARD-K9	Prime Collaboration Standard 10.x	N/A	1	0.00	
				SubTotal (USD)	26,287.50	
3.0	CP-7821-K9=	Cisco UC Phone 7821	N/A	255	33,162.75	
				SubTotal (USD)	33,162.75	
4.0	CP-7841-K9=	Cisco UC Phone 7841	N/A	60	11,169.00	

				SubTotal (USD)	11,169.00
5.0	UNITYCN10-K9	Unity Connection 10.x Software	N/A	1	4,794.00
5.0.1	CON-ESW-UNITCNOK	ESSENTIAL SW Unity Connection 10.x Software	12 month(s)	1	210.32 PRIMARYSERVICE
5.1	UNITYCN10-STD-USR	One Unity Connection 10.x Voice Messaging User	N/A	540	0.00
5.1.0.1	CON-ESW-UNITCNOS	ESSENTIAL SW One Unity Connection 10.x Voice Messagin	12 month(s)	540	0.00 PRIMARYSERVICE
5.1.0.2	UCSS-U-MSG-1-1	UCSS for Unity or Unity Connection - 1 user One Year Sub	12 month(s)	540	0.00
5.2	LIC-SPCHVIEW-DEMO	SpeechView Unity Connection Demo for 50 users for 6 months	N/A	1	0.00
				SubTotal (USD)	5,004.32
6.0	CISCO2921-V/K9	Cisco 2921 Voice Bundle PVD3-32 UC License PAK FL-CUBE10	N/A	1	2,394.45
6.0.1	CON-SNTP-2921V	SMARTNET 24X7X4 Cisco 2921 Voice Bundle	12 month(s)	1	484.00 PRIMARYSERVICE
6.1	S29UK9-15401T	Cisco 2901-2921 IOS UNIVERSAL	N/A	1	0.00
6.2	FL-CUBEE-100	Unified Border Element Enterprise License - 100 sessions	N/A	1	5,097.45
6.3	VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	N/A	2	897.60
6.4	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	N/A	1	0.00
6.5	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	N/A	1	0.00
6.6	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	N/A	2	0.00
6.7	PI-MSE-PRMO-INSRT	Insert Packout - PI-MSE	N/A	1	0.00
6.8	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	N/A	1	0.00
6.9	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	N/A	1	0.00
6.10	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	N/A	2	0.00
6.11	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	N/A	1	0.00
6.12	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	N/A	1	0.00
6.13	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	N/A	1	0.00
6.14	PVD3-32	32-channel high-density voice and video DSP module	N/A	1	0.00
6.15	SM-D-BLANK	Blank faceplate for DW slot on Cisco 2951 and 3925	N/A	1	0.00
6.16	SM-S-BLANK	Removable faceplate for SM slot on Cisco 290039004400 ISR	N/A	1	0.00
				SubTotal (USD)	8,873.50
7.0	UNITY-PIMG-ANALOG=	PBX-IP Media Gateway for analog integrations	N/A	2	2,040.00
7.0.1	CON-SNTP-UNITYMGA	SMARTNET 24X7X4 PBX-IP Media Gateway for analog intg.	12 month(s)	2	281.60 PRIMARYSERVICE
7.1	UNITY-PWR-US	Power Cord - US Can Mex PR Phil Ven Tai Col Ecu	N/A	2	0.00
				SubTotal (USD)	2,321.60

All costs for Installation, Configuration, Training, and any other associated labor should be submitted separately from this BOM as referenced under Specifications, p. 24 of the RFP document.



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INTERNETWORK ENGINEERING

13777 Ballantyne Corp Place | Suite 305 | Charlotte, NC 28277

IP Phone: 704.540.5800 | Fax: 704.541.0059 | <http://www.ineteng.com>

August 13, 2014

Customer's Address:

City of Charleston
145 King St., Ste. 104
Charleston, SC 29401
ATTN: 14-P025R

QUOTATION# COC140813-1

Please reference quote number on PO:

Please make purchase order to:

Internet Network Engineering

13777 Ballantyne Corp. Place

Suite 305

Charlotte, NC 28277

If you have any questions concerning this quote please contact

Client Services

Heather Trimnal

(704) 943-5600

clientservices@ineteng.com

Account Manager

Ryan Jenkins

704-943-5642

rjenkins@ineteng.com

SUBJECT: CISCO VoIP Telephony Solution - Gaillard Center - 14-P025R

ITEM #	PART #	DESCRIPTION	QTY.	LIST PRICE	UNIT PRICE	EXTENDED PRICE
BE6K						
1	BE6K-ST-BDL-K9=	Cisco BE6000 Medium Density Server Export Restricted SW	2	9,400.00	4,794.00	9,588.00
2	CON-SNT-BE6KSTBD	SMARTNET 8X5XNBD Cisco Business Edition 6000 UCS Srv 9.0	2	239.00	210.32	420.64
3	CAB-9K12A-NA	Power Cord 125VAC 13A NEMA 5-15 Plug North America	2	0.00	0.00	0.00
4	BE6K-SW-9X10X	Cisco Business Edition 6000 - Software App Version 9.X 10.X	2	0.00	0.00	0.00
5	CIT-PSU-BLKP	Power Supply Blanking Panel/Filler	2	0.00	0.00	0.00
6	CIT-SD-16G-C220	16GB SD Card Module for C220 servers	2	0.00	0.00	0.00
7	CTI-VCSC-BE6K-PAK	Config Only E-Delivery VCS Control PAK PID	2	0.00	0.00	0.00
8	LIC-SW-VMVCS-K9	Software Release Key for Encrypted Virtual VCS Application	2	0.00	0.00	0.00
9	LIC-VCS-10+	Video Comm Server 10 Add Non-traversal Network Calls	2	0.00	0.00	0.00
10	LIC-VCS-GW	Enable GW Feature (H323-SIP)	2	0.00	0.00	0.00
11	LIC-VCSE-5+	Video Communication Server - 5 Traversal Calls	2	0.00	0.00	0.00
12	R2XX-RAID10	Enable RAID 10 Setting	2	0.00	0.00	0.00
13	UC-A03-D500GC3	500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted	8	0.00	0.00	0.00
14	UC-CPU-E5-2609	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	4	0.00	0.00	0.00
15	UC-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v	8	0.00	0.00	0.00
16	UC-PSU-650W	650W Power Supply Unit For UCSC C220 Rack Server	2	0.00	0.00	0.00
17	UC-RAID-9271	MegaRAID 9271-8i + Battery Backup for C240 and C220	2	0.00	0.00	0.00
18	VMW-VS5-HYP-K9	Cisco UC Virt. Hypervisor 5.x (2-socket)	2	0.00	0.00	0.00
19	VMW-VS5-SNS	Cisco UC Virt. Hypervisor 5.x - SnS	2	0.00	0.00	0.00
Sub-Total						10,008.64
BE6K						
20	R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	1	0.00	0.00	0.00
21	CON-ESW-RCBE6K	ESSENTIAL SW Cisco Business Editi	1	0.00	0.00	0.00
22	BE6K-SW-10.X	Cisco Business Edition 6000 - Software Version 10.X	1	0.00	0.00	0.00
23	BE6K-START-UWL25	BE 6000 - User License Starter Bundle with 25 UWL Licenses	1	1,000.00	510.00	510.00
24	BE6K-UCL-BAS	Cisco Business Edition 6000 - Basic User Connect License	255	125.00	63.75	16,256.25
25	BE6K-UWL-STD	Cisco Business Edition 6000 - Workspace License Standard	35	325.00	165.75	5,801.25
26	JABBER-IM-ADDON	Jabber for Everyone Additional IM Users	255	0.00	0.00	0.00
27	EXPWY-VE-C-K9	Cisco Expressway-C Server Virtual Edition	1	0.00	0.00	0.00
28	CON-ESW-EXPWYVEC	ESSENTIAL SW Cisco Expressway-C S	1	0.00	0.00	0.00
29	EXPWY-VE-E-K9	Cisco Expressway-E Server Virtual Edition	1	0.00	0.00	0.00
30	CON-ESW-EXPWYVEE	ESSENTIAL SW Cisco Expressway-E Server Virtual Editi	1	0.00	0.00	0.00
31	SW-EXP-8.X-K9	Software image for Expressway with Encryption Version X8	1	0.00	0.00	0.00
32	BE6K-UXL-START	BE6K Starter Pack - Single Fulfillment Enforcement	1	0.00	0.00	0.00
33	JABBER-IM-RTU	Jabber for Everyone Right to Use	1	0.00	0.00	0.00
34	LIC-EXP-AN	Enable Advanced Networking Option	1	0.00	0.00	0.00
35	LIC-EXP-E	Enable Expressway-E Feature Set	1	0.00	0.00	0.00
36	LIC-EXP-E-PAK	Expressway Series Expressway-E PAK	1	0.00	0.00	0.00
37	LIC-EXP-GW	Enable GW Feature (H323-SIP)	2	0.00	0.00	0.00
38	LIC-EXP-SERIES	Enable Expressway Series Feature Set	2	0.00	0.00	0.00
39	LIC-EXP-TURN	Enable TURN Relay Option	1	0.00	0.00	0.00
40	LIC-SW-EXP-K9	License Key Software Encrypted	2	0.00	0.00	0.00
41	PC-10X-STANDARD-K9	Prime Collaboration Standard 10.x	1	0.00	0.00	0.00
42	UCM-10X-UWLSTD	BE6K UCM 10X CUWL BE Users - Single Fulfillment	60	0.00	0.00	0.00
43	CON-ESW-UCMUWLST	ESSENTIAL SW BE6K UCM 10X CUWL BE	60	21.00	18.48	1,108.80
44	UCXN-10X-SCPORTS	BE6K - Unity Connection 10x - VM Speech Connect Ports	2	0.00	0.00	0.00
45	UCXN-10X-UWLSTD	BE6K - Unity Connection 10x - VM UWL Standard License	60	0.00	0.00	0.00
46	WBX-IM1-NH-UWL	Included WebEx Messenger Users (1 Year Term)	60	0.00	0.00	0.00
47	WEBEX-MC-BE-PAK	WebEx Cloud Provisioning - Enabling MC and/or IM for BE 6K	1	0.00	0.00	0.00
48	BE6K-PAK	Cisco Business Edition 6000 - PAK - Single Fulfillment	1	0.00	0.00	0.00
49	BE6K-UPG-PAK	Cisco Business Edition 6K Upg - PAK - Partial Fulfillment	1	0.00	0.00	0.00
50	UCM-10X-BAS-UCL	BE6K UCM 10X Basic User Connect License - Single Fulfillment	255	0.00	0.00	0.00
51	UCSS-U-6K-BAS-1-1	BE6K - UCSS for Basic User - 1 Year - 1 User	255	8.00	4.08	1,040.40
52	CON-ESW-UCMUCBAS	ESSENTIAL SW BE6K UCM 10X Basic U	255	7.00	6.16	1,570.80
Sub-Total						26,287.50



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INTERNETWORK ENGINEERING

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IP Phone: 704.540.5800 | Fax: 704.541.0059 | <http://www.ineteng.com>

August 13, 2014
Customer's Address:

City of Charleston
145 King St., Ste. 104
Charleston, SC 29401
ATTN: 14-P025R

QUOTATION# COC140813-1

Please reference quote number on PO:

Please make purchase order to:

Internet Network Engineering
13777 Ballantyne Corp. Place
Suite 305

Charlotte, NC 28277

If you have any questions concerning this quote please contact

Client Services

Heather Trimnal

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Account Manager

Ryan Jenkins

704-943-5642

rienkins@ineteng.com

SUBJECT: CISCO VoIP Telephony Solution - Gaillard Center - 14-P025R

ITEM #	PART #	DESCRIPTION	QTY.	LIST PRICE	UNIT PRICE	EXTENDED PRICE
Phones						
53	CP-7821-K9=	Cisco UC Phone 7821	255	255.00	130.05	33,162.75
54	CP-7841-K9=	Cisco UC Phone 7841	60	365.00	186.15	11,169.00
Sub-Total						44,331.75
Phone Licenses						
55	UNITYCN10-K9	Unity Connection 10.x Software	1	9,400.00	4,794.00	4,794.00
56	CON-ESW-UNITCN0K	ESSENTIAL SW Unity Connection 10.x Software	1	239.00	210.32	210.32
57	UNITYCN10-STD-USR	One Unity Connection 10.x Voice Messaging User	540	0.00	0.00	0.00
58	CON-ESW-UNITCN0S	ESSENTIAL SW One Unity Connection 10.x Voice Messagin	540	0.00	0.00	0.00
59	UCSS-U-MSG-1-1	UCSS for Unity or Unity Connection - 1 user One Year Sub	540	0.00	0.00	0.00
60	LIC-SPCHVIEW-DEMO	SpeechView Unity Connection Demo for 50 users for 6 months	1	0.00	0.00	0.00
61	UCXN-10X-SC-PORTS	Unity Connection 10.x SpeechConnect Ports	2	0.00	0.00	0.00
62	UNITYCN10-PAK	Unity Connection 10.x PAK	1	0.00	0.00	0.00
Sub-Total						5,004.32
Cisco 2921 Voice Bundle						
63	CISCO2921-V/K9	Cisco 2921 Voice Bundle PVD3-32 UC License PAK FL-CUBE10	1	4,695.00	2,394.45	2,394.45
64	CON-SNT-2921V	SMARTNET 8X5XNBD Cisco 2921 Voice Bundle	1	550.00	484.00	484.00
65	S29UK9-15401T	Cisco 2901-2921 IOS UNIVERSAL	1	0.00	0.00	0.00
66	FL-CUBEE-100	Unified Border Element Enterprise License - 100 sessions	1	9,995.00	5,097.45	5,097.45
67	VIC3-4FXS/DID	Four-Port Voice Interface Card - FXS and DID	2	880.00	448.80	897.60
68	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	1	0.00	0.00	0.00
69	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m	1	0.00	0.00	0.00
70	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	2	0.00	0.00	0.00
71	PI-MSE-PRMO-INSRT	Insert Packout - PI-MSE	1	0.00	0.00	0.00
72	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	1	0.00	0.00	0.00
73	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	1	0.00	0.00	0.00
74	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	2	0.00	0.00	0.00
75	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	1	0.00	0.00	0.00
76	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	1	0.00	0.00	0.00
77	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	1	0.00	0.00	0.00
78	PVDM3-32	32-channel high-density voice and video DSP module	1	0.00	0.00	0.00
79	SM-D-BLANK	Blank faceplate for DW slot on Cisco 2951 and 3925	1	0.00	0.00	0.00
80	SM-S-BLANK	Removable faceplate for SM slot on Cisco 290039004400 ISR	1	0.00	0.00	0.00
Sub-Total						8,873.50
Media Gateway						
81	UNITY-PIMG-ANALOG=	PBX-IP Media Gateway for analog integrations	1	4,000.00	2,040.00	2,040.00
82	CON-SNT-UNITYMGA	SMARTNET 8X5XNBD PBX-IP Media Gateway for analog intg.	1	320.00	281.60	281.60
83	UNITY-PWR-US	Power Cord - US Can Mex PR Phil Ven Tai Col Ecu	1	0.00	0.00	0.00
Sub-Total						2,321.60

Total Investment \$96,827.31

Plus Tax and/or Shipping

DELIVERY:

FOB: Shipping Point

TERMS: NET 30

PRICE BASED ON:

QUOTATION FIRM FOR: 30 DAYS

CUSTOMER'S SIGNATURE

Please Print Name & Title Below



BILLING AGREEMENT

PROJECT PRICE

This project will be billed as a Fixed Fee services engagement. The investment for this project effort will be \$68,000.00. All travel related expenses are included in the fixed fee price. Changes or modifications to this Scope of Work may result in an increase in the final solution cost.

INVOICE MILESTONES

IE will invoice based on the following milestones. An invoice will be generated at the completion of each of the milestone events shown below. The migration events and percentage of the total fixed price that will be billed are:

Project Kickoff	50%
Solution Migration	40%
Project Completion	10%

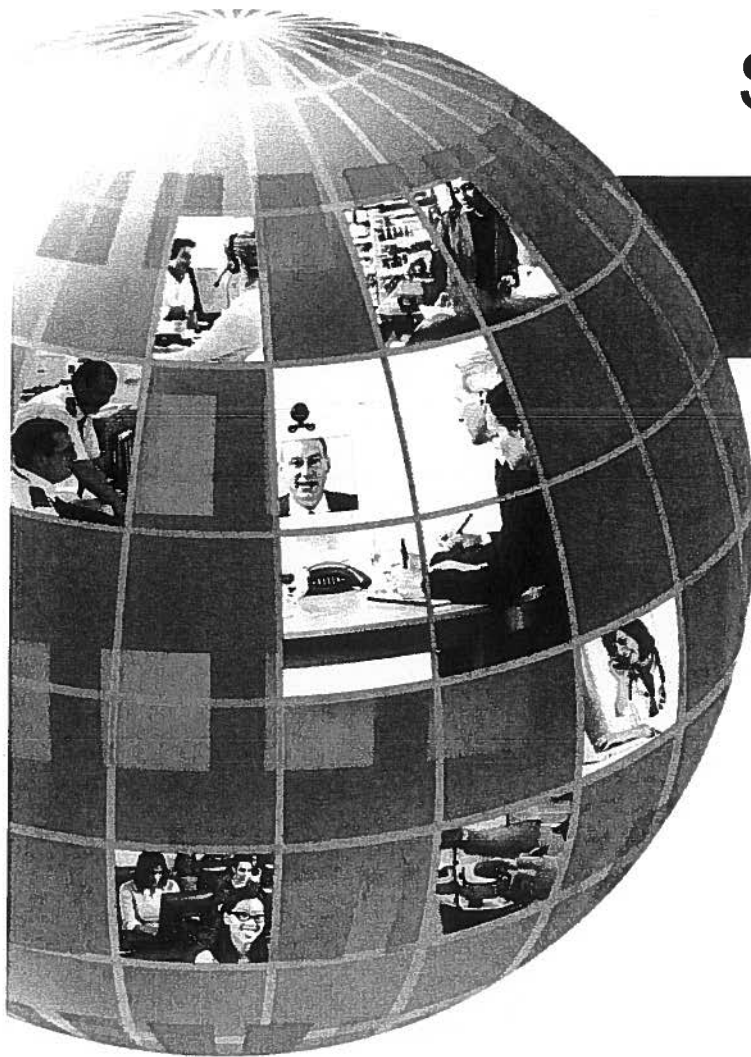
PRICING COMMENTS

The proposed Statement of Work detailed above is based on IE's current understanding of the overall business and technical objectives for this project. The breadth of coverage of the solution has been tailored to meet these objectives. Changes or revisions in the solution design may result in an increase in the consulting cost.

IE looks forward to the opportunity to work with City of Charleston on this project. Any questions, comments, or requests for additional information should be directed to Ryan Jenkins at (803) 920-6119.

This statement of work is valid for 90 days from the date on the cover page.

Statement of Work



people connecting people

**INTERNETWORK
ENGINEERING**

since 1996

For: City of Charleston



Gaillard Network Installation

September 11, 2014

Presented by:

Ryan Jenkins

Account Manager

rjenkins@ineteng.com

(803) 920-6119

Sales Engineer: Christopher Rogers

CHARLOTTE

COLUMBIA

KNOXVILLE

RALEIGH



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people connecting people

**INTERNETWORK
ENGINEERING**

ABOUT IE

OVERVIEW

Internetwork Engineering (IE) is a technology solutions integrator headquartered in Charlotte, NC with office locations throughout North Carolina, South Carolina, and Tennessee. IE has been a leader in the integration of emerging technology solutions since our inception in 1996.

Throughout our history, we have assisted clients in the selection, integration, and optimization of technology solutions that meet key business objectives. Our primary focus is assisting clients in identifying unmet business needs and customizing technology solutions to address those needs. As a result, we believe our clients are better able to support the technology demands their businesses face today and better prepared for the changing demands of the marketplace of the future.

In addition to maintaining partnerships with many best-of-breed technology vendors, IE has obtained and maintained the highest level of Cisco satisfaction on a Cisco Partner Search identified by a Gold Star. IE has achieved advanced technology certification status from Cisco in a wide range of disciplines including unified communications, security, wireless, and datacenter. IE has met Cisco's Gold Certified partner status and has been awarded the Southeast Regional Partner of the year for 2009, 2010, and 2011. IE is currently the only Cisco UC Master Partner headquartered in North Carolina. IE is also recognized by EMC, VMware, and Microsoft as a Gold or equivalent partner.

This unique combination of local technical expertise makes IE the best choice to perform this Gaillard Network Installation.

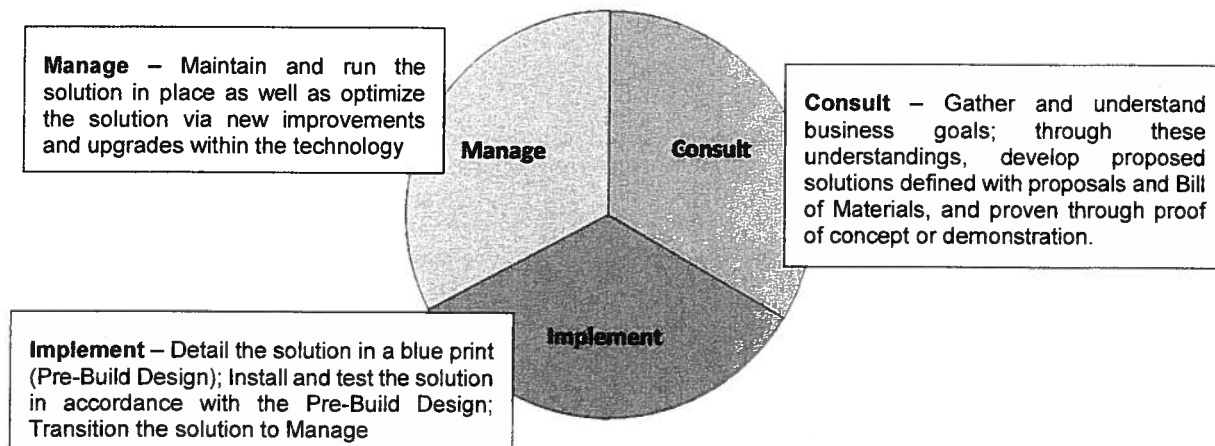
PROFESSIONAL SERVICE OFFERINGS

IE's Professional Services are designed to simplify the delivery of complex solutions, so customers feel comfort and confidence in the services being delivered.

IE's Professional Services are categorized into three key areas. The delivery methodology of each area is designed specifically for the type of service, which is done to maximize the effectiveness of the service and exceed City of Charleston expectations. Industry standard methodology, such as ITIL and PMI's PMBOK, are used as a guide to define the service methodology. IE services are audited annually by an independent auditor, ensuring that the related industry standard methodology is being adhered to.

Each of the areas is designed to deliver quality services in a manner, which is easily followed and maximizes the results of the services delivered. IE's Professional Services are:

IE's Professional Service Offerings





PROJECT OVERVIEW

OPPORTUNITY

The City of Charleston is constructing a new building, the Gaillard Center. This new building will house city personnel as well as a new data center. The City of Charleston needs assistance with the installation and configuration of the networking components for the building as well as assistance with the installation and configuration of Identity Services Engine for the wireless solution within the building.

SOLUTION

The proposed solution includes Cisco Catalyst 4500X switches as core switches, Cisco 2921 for WAN connectivity, Cisco Nexus 5600 switches and Nexus 2200 FEX's as data center switches, Cisco Catalyst 3850's and Cisco Catalyst 2960X switches as the access layer switches, Cisco 5508 Wireless LAN Controllers (WLC) and Cisco Aironet 2702's for wireless access, and Prime Infrastructure as a physical appliance to manage the wireless and switched environments. Two Cisco routers and a Cisco 2960X will provide connectivity to dual ISP's while Cisco ASA's will provide internet firewalling and security. The proposed solution also includes Cisco Secure Network Servers with Identity Service Engine software for username and password authentication tied to Active Directory to provide secure wireless for employees, and a guest portal for wireless guests.

The proposed solution has taken into consideration the City of Charleston's current environment and business processes, as well as the latest in technology and best practices.

The project objectives are:

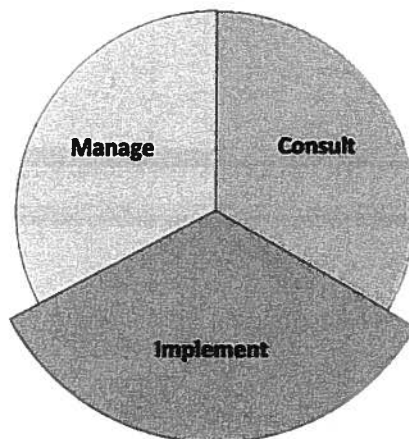
- Provide stable and high performing infrastructure enabling better City of Charleston service to the City of Charleston constituents

The following Statement of Work defines the engagement strategy for this project and provides a review of any technical and non-technical deliverables to be completed as part of this effort.

IE possesses the experience to successfully complete this engagement and we are confident that through the efforts of our engineering consultants, and the application of industry best practices, we can provide City of Charleston with a Gaillard Network Installation that meets all defined business, technical, and end-user requirements.

IMPLEMENT

IE's Professional Service Offerings



IE is pleased to present this Implement Proposal to City of Charleston for a Gaillard Network Installation. The information presented within this document is based on preliminary conversations with City of Charleston representatives. Accordingly, should any of the assumptions provided in this document be invalid or incomplete please notify your IE representative immediately and this proposal will be updated and resubmitted.

PROCESS

Project Kickoff

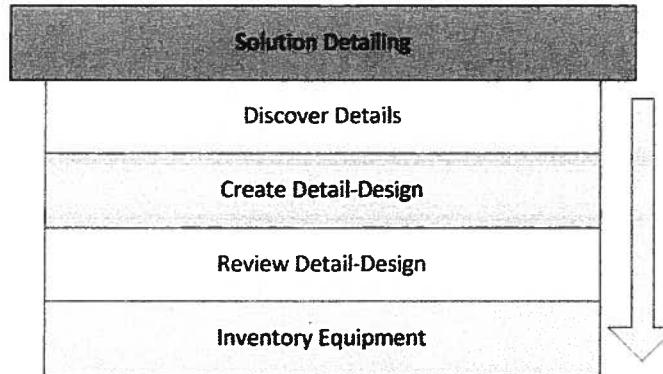
The project kickoff meeting will be attended by the IE and City of Charleston project teams. The purpose of the meeting is to identify the individuals involved in the project, define roles and responsibilities, determine communication methods, and identify any potential challenges of delivering the project. In addition, the project kickoff meeting will be used to review the project scope of work, initial project plan, and change management process.

The kickoff meeting is intended to:

- Identify key contacts including client and third-party contacts, definition of roles, responsibilities, and authority
- Review scope of work and scope change process
- Review project acceptance document
- Discuss the project plan/schedule
- Review City of Charleston's IT change control procedures
- Determine time, place, frequency, and attendees for status meetings
- Identify the process for obtaining virtual and physical access
- Schedule inventory

Solution Detailing

The high-level tasks of this phase are:



Discover Details

A design meeting will be conducted following the kickoff meeting. This initial step is to discuss and discover the relevant details of the current environment and the desired configuration of the new environment. The design meeting uses the Bill of Materials, SoW, and other documents created during the Consult phase to start the conversation on how the final solution will be configured, integrated, and maintained.

Following the design meeting additional information will be gathered. This part of the project may entail talking with department heads, key IT personnel, circuit providers, and vendors of existing systems. When gathering information, the configuration of the new solution will be top of mind in addition to how best to migrate to the new solution.

Tasks during this step are:

- Review pre-sales solution overview
- Gather detailed information
- Review of existing architecture
- Discuss deployment strategy

Create Detail-Design

The Detail-Design is the written format of the solution that will be built. It includes specifics of how devices will be configured, how the solution will be implemented, the steps and schedule to implement it, how it will be tested when implemented, and any changes necessary to the Statement of Work or the Bill of Materials. The Detail-Design is created so the purchased solution will be configured in the most effective way and will be implemented with the least amount of disruption. The Detail-Design will be based on best practices and technology innovations.

The Detail-Design will be documented and presented to City of Charleston stakeholders. Updates to the Detail-Design will be made before moving to the next phase.

Tasks during this step are:

- Create the Detail-Design document
 - Detailed device information
 - Detailed diagrams
 - Detailed system interconnections



- Update project plan
- Create the Test & Acceptance document
- Create scope change documents
- Create Service Transition Plan including
 - Dependencies
 - Issues
 - Verification
 - Risk

Review Detail-Design

When the Detail-Design is completed it will be presented to City of Charleston. The Detail-Design will be reviewed to ensure that everyone is in agreement on the solution that will be built. The review will also ensure that the Detail-Design is fully vetted for issues and risk. The result is confidence in the solution that will be built and implemented. City of Charleston will need to agree to the Detail-Design before moving to the next phase.

Tasks during this step are:

- Review the Detail-Design and make changes as needed
- Review the detailed project plan
- Review Test & Acceptance document
- Review Service Transition Plan
- Present any scope changes
- Sign off of design and plan

Inventory Equipment

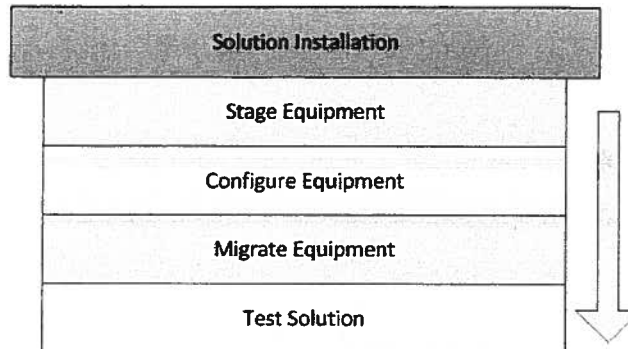
Inventory is an important part of the project to ensure all equipment and licensing have been received and determined to be accurate according the specifics of the projects. A complete and accurate inventory is needed before the system can be built.

Tasks during this step are:

- Create inventory list based on the Bill of Materials
- Inventory equipment and licenses as they are received
- Compare the inventory list against the pre-build design
- Order or return equipment/licenses based on any discrepancies

Solution Installation

The high-level tasks of this phase are:



Stage Equipment

Staging the equipment allows the IE consultant the ability to make sure the equipment is working correctly, that any additional parts are installed and tested, and to preconfigure the equipment for testing prior to taking the equipment live. Unless otherwise specified, IE will complete the staging onsite prior to implementation.

During the equipment staging, IE will:

- Install any industry-standard or customer-specific operating systems, applications, and utilities
- Set all hardware options in accordance with prescribed manufacturer instructions. Set customer-specific software options such as software application setup, addressing, protocols, and software.
- Execute test plans according to customer-specified rules to verify the system or device is functioning properly
- Upon test failure and inability to resolve the failure, equipment will be returned for under-warranty replacement

City of Charleston will be responsible for providing the following in this phase:

- Adequate floor space to store and stage the equipment
- Access to a secure area for staging and configuration
- Adequate power to terminate the equipment
- Network access to terminate the equipment
- Disposal services to remove boxes and packing materials

Configure Equipment

Based on the Detail-Design and information decided upon by both IE and City of Charleston, IE will configure, install, and test the equipment for deployment into the environment. The list of equipment and corresponding services and responsibilities is provided in the Deliver/Tasks & Responsibilities section of this document. The following outlines the tasks that will be performed in this phase:

- Pre-configure devices with appropriate commands/rules
- Pre-configure devices in passive failover or redundant mode as applicable
- Rack mount devices into a City of Charleston provided rack
- Power up devices



- Work with City of Charleston engineers to validate proper and final configurations
- Test devices to ensure they meet City of Charleston's requirements and specifications

Migrate Equipment

IE will develop a Service Transition Plan in conjunction with the City of Charleston IT staff. There will be two (2) migration events that will be the "go-live" events in which the installed and configured equipment will be placed into service.

The first migration event will take place when the City of Charleston take occupancy of the Data Center portion of the building, during this event the configured equipment for the core, data center, and firewalls will be placed into complete operational and functional state and will at that point be deemed a production system. After this event, up to eight (8) hours of post-migration "go-live" support will be provided on the first business day following the migration event.

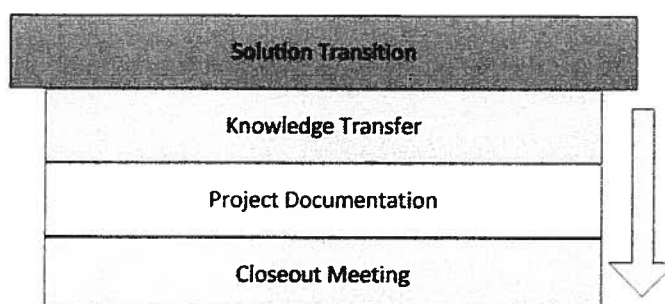
The second migration event will take place when the City of Charleston take occupancy of the rest of the building, during this event the configured equipment for the access layer switches, WLC's, access points, ISE, and Prime Infrastructure will be placed into complete operational and functional state and will at that point be deemed a production system. After this event, up to eight (8) hours of post-migration "go-live" support will be provided on the first business day following the migration event.

Test Solution

During this phase of the project, IE and City of Charleston will verify that the solution meets all criteria defined in the final Test & Acceptance form. A copy of the Test & Acceptance forms will be reviewed and customized during the Solution Detailing phase. This form will be used to confirm City of Charleston's sign-off during this project phase. Test & Acceptance for this project will include the following:

- Writing the test process
- Implementing the test process
- Addressing any deficiencies, and retesting as required
- Documenting the test results

Solution Transition



Knowledge Transfer

The administrators of the implemented systems will receive instruction on the as-built configuration and an overview of the overall solution. IE strongly recommends that administrators attend instructor-led formal training on the products. In support of this, IE can provide recommendations on appropriate training classes based on City of Charleston's systems management needs.



Included with this proposal, IE will provide up to 16 hours of basic system administrator training delivered on a single/consecutive business day(s). This training will be delivered by IE on-site consultants on a schedule mutually agreed upon by IE and City of Charleston.

Administrative knowledge transfer may include the following topics:

- Review of systems topology
- Review of device configurations for all equipment installed as part of this project
- Review of common administrative and maintenance tasks
- Review of common troubleshooting tasks

Project Documentation

IE will provide City of Charleston with documentation compiled during the course of the project. IE will deliver the documentation to City of Charleston in soft copy formats. Documentation for this project will include the following:

- Accepted pre-build design
- Solution diagram
- Completed test and acceptance document
- Final system configuration(s)

Closeout Meeting

During this step of the project, IE and City of Charleston will verify that the project deliverables and expectations as defined in the project acceptance document have been met. A copy of the project acceptance document will be reviewed and customized during the project kick-off meeting. This form will be used to confirm City of Charleston's sign-off of project completion. Modifications to the acceptance document may be made throughout the project, but must be approved by both City of Charleston and IE.

DELIVER

Tasks and Responsibilities

There are several different groups involved in the project. The following is a detailed list of tasks and responsibilities.

IE

Solution Design and Detailing:

- Review with City of Charleston to determine desired design and considerations
- Gather information regarding IP addressing both internal and for Internet access
- Gather information regarding WAN implementation
- Create pre-build design
- Review pre-build design with City of Charleston and gain acceptance

Solution Implementation:

- Core Switches – Cisco Catalyst 4500X switches:
 - Rack and power on up to two (2) Cisco Catalyst 4500X switches
 - Configuration of Cisco Catalyst 4500X Switches:



- Upgrade to latest trusted IOS
 - Configure management IP
 - Configure DNS servers and suffix, if necessary
 - Configure VSS
 - Configure SNMP for Prime Infrastructure integration
 - Basic security features, username and password
 - Configure Layer 2 functionality:
 - Create necessary VLANs
 - Configure 802.1Q trunks to other building switches, if necessary
 - Layer 2 QoS, if necessary
 - Basic Layer 2 best practice configurations
 - Configure Layer 3 functionality:
 - Create necessary switch virtual interfaces (SVIs) to perform routing between VLANs
 - Configure routing protocol (TBD pending detailed design phase)
 - Layer 3 QoS, if necessary
 - Basic Layer 3 best practice configurations
- Data Center Switches – Cisco Nexus 5672UP switches and Nexus 2248 FEXs
 - Install and configure up to two (2) Cisco Nexus 5672UP switches:
 - Configure as Layer 3 switches with redundant routed connections to the 4500X core switches
 - Configure management IP for switch
 - Basic Layer 2 best practice configurations
 - Configure SNMP for Prime Infrastructure integration
 - Configure Layer 2 functionality:
 - Create necessary VLANs
 - Layer 2 QoS, if necessary
 - Basic Layer 2 best practice configurations
 - Configure Layer 3 functionality:
 - Create necessary switch virtual interfaces (SVIs) to perform routing between VLANs
 - Configure routing protocol (TBD pending detailed design phase)
 - Layer 3 QoS, if necessary
 - Basic Layer 3 best practice configurations
 - Configure up to two (2) Nexus 2248 FEXs:
 - Demonstrate to City so they can perform additional FEX configuration
- Access/Closet Switches – Cisco Catalyst 3850s and 2960Xs
 - Install and configure one (1) Cisco Catalyst 3850:
 - Upgrade to latest trusted IOS
 - Configure VLANs
 - Configure as Layer 2 switches with trunk connections to 4500X core switches
 - Configure management IP for switch
 - Layer 2 QoS, if necessary



- Basic Layer 2 best practice configurations
 - Configure SNMP for Prime Infrastructure integration
- Install and configure up to two (2) Cisco Catalyst 2960Xs:
 - Upgrade to latest trusted IOS
 - Configure VLANs
 - Configure as Layer 2 switches with trunk connections to 4500X core switches
 - Configure management IP for switch
 - Layer 2 QoS, if necessary
 - Basic Layer 2 best practice configurations
 - Configure SNMP for Prime Infrastructure integration
- Wireless Infrastructure:
 - Install and configure up to two (2) Cisco 5508 WLCs
 - WLCs will be installed and configured in HA
 - Upgrade to latest trusted IOS
 - Associate up to ten (10) access points to WLCs
 - Configure up to two (2) wireless SSIDs
 - One SSID will be for city use
 - One SSID will be guest use
 - Install and configure one (1) Cisco Prime Infrastructure on physical Prime Appliance
 - Import up to ten (10) maps for the Gaillard building
 - Place up to ten (10) APs across all maps
 - Demonstrate to city personnel how to load additional maps
- Internet Infrastructure – Cisco ASA 5515X appliances, Cisco Routers, and Cisco Catalyst 2960X switch:
 - Install and configure up to two (2) Cisco ASA 5515X appliances
 - Upgrade to latest trusted OS
 - Configure out of band management IP addresses
 - Installation of any licenses necessary
 - Configure NTP Servers (if necessary)
 - Configure DNS Servers (if necessary)
 - Migrate Rule base from Existing ASA over to new active/passive cluster
 - Up to four (4) hours of time for firewall rule creation based upon City of Charleston requirements
 - Up to two (2) hours of time of firewall rule tuning based upon City of Charleston traffic
 - Install and configure up to two (2) Cisco Routers
 - Upgrade to latest trusted IOS
 - Configure management IP address
 - Configure NTP servers (if necessary)
 - Configure DNS servers (if necessary)
 - Configure Internet Access:
 - Configure eBGP routing protocol
 - Apply appropriate security recommendations for internet router
 - Install and configure one Cisco Catalyst 2960X
 - Upgrade to latest trusted IOS



- Configure as Layer 2 switch between internet routers and ASA firewalls
- Identity Services Engines (ISE) Infrastructure:
 - Install and configure two (2) Cisco ISE instances on the SNS 3415 appliances
 - Configure two ISE appliances to perform the Admin, Monitoring and Policy Service Node roles
 - Configure RADIUS Services
 - Configure one (1) ISE policy for secure wireless authentication
 - Perform Active Directory based authentication
 - Allow access to network following successful authentication
 - Configure up to two (2) different device profiles for policy decisions
 - Configure up to two (2) policies based upon profiled devices
 - Configure up to two (2) user profiles for system administration
 - Configure central web authentication for guest services
 - Create up to two (2) Guest Sponsors
 - Test secure wireless policy on up to two (2) customer-provided devices
 - Test guest wireless policy using guest services on up to (2) customer-provided devices

Solution Training and Knowledge Transfer:

- Provide up to eight (8) hours of system administration training for core and data center (Training will be provided during a single business day)
- Provide up to four (4) hours of system administration training for access layer switches, firewalls, wireless management, and Prime Infrastructure (Training will be performed during a single business day)
- Provide up to four (4) hours of system administration for ISE

Solution Support:

- Provide up to eight (8) man hours of post-implementation support for the core, data center, and firewalls on the first business day following the mutually agreed upon go-live date
- Provide up to eight (8) man hours of post-implementation support for access layer switches, WLCs, access points, ISE, and Prime Infrastructure on the first business day following the mutually agreed upon go-live date

City of Charleston

- City of Charleston will ensure all WAN and Internet circuits are provisioned and installed prior to installation commencing
- City of Charleston will provide or have provided any demark extension that maybe necessary to facilitate the installation of the WAN and/or Internet circuits
- City of Charleston will provide a third-party certificate from a trusted root Certificate Authority for AnyConnect SSL VPN, if desired
- Configuration of the remaining Cisco Nexus 2248 FEXs within the Data Center
- Configuration of the remaining Cisco Catalyst 3850 and 2960X switches as access layer switches
- Provide IP addresses and naming scheme
- Provide a list of all applications that will need to be configured for access through firewall
- Provide patch cables



- Cable all equipment

TEAM

The IE Project Team consists of a Project Manager and a Service Lead. They will be responsible for the delivery of the project in accordance with the Scope of Work. Based on additional needs identified in the course of the project, other specialized engineers may be utilized.

Project Management Responsibilities

- Identify all relevant team members, roles, and responsibilities
- Define escalation procedures
- Establish the communications methods and frequency between City of Charleston and IE
- Produce a detailed project plan or schedule
- Identify milestones
- Detail change order procedures
- Create and maintain weekly status reports
- Manage and facilitate team member activities
- Conduct project closeout meeting

Technical Resource Responsibilities

- Create the Detail-Design
- Create of the Transition documents
- Create the Test & Acceptance document
- Inventory and stage the equipment
- Configure the equipment based on the Detail-Design
- Test the configuration
- Provide day two support
- Provide knowledge transfer

Service Lead/Delivery Manager Responsibilities

- Internal design review
- Oversee the technical and project staff
- Escalation point for the City of Charleston and the IE project resources

EXPECT

City of Charleston understands that all services performed by IE are based on the following assumptions:

Standard Assumptions

- Any item not specifically listed in this Statement of Work will be considered "Out of Scope" and would be addressed with a Scope Change Document, see Appendix A.
- IE engineers will work during normal business hours, Monday through Friday (excluding holidays) 8:00 AM – 5:00 PM except for migration events or unless otherwise agreed upon by the IE Project Manager and City of Charleston. Migration events need to be scheduled at least two weeks in advance.



- City of Charleston shall designate a person to whom all IE communications may be addressed and who has the authority to act on all aspects of this services engagement. Such person shall be identified in the "Primary Contacts" document provided during the Project Kickoff meeting.
- City of Charleston is responsible for providing all necessary physical access to its facilities and remote network access as required (e.g., via VPN) along with access to relevant network documentation and existing device configurations.
- Unless otherwise agreed to by the parties, City of Charleston shall respond within two (2) business days of an IE request for documentation or information related to the project. City of Charleston agrees to provide network and systems diagrams showing affected equipment, to accurately complete the implementation and assure City of Charleston's overall objectives are met.
- City of Charleston shall ensure that contracts with its own vendors and third-parties are fully executed and reflect the correct terms to enable City of Charleston's business requirements to be met in full. In addition, City of Charleston shall be responsible for all payments to, and the work performance of, all non-IE entities assigned to or working on this project.
- City of Charleston is responsible for managing any and all internal change management procedures and providing qualified engineers to assist with any configuration changes to production network devices required to enable access. City of Charleston will perform any system backups needed before changes are made and backup target systems and work implemented by IE. All outages are to be authorized by City of Charleston and any agreed upon Change Control process completed prior to outage times.
- City of Charleston will purchase or provide all hardware, software licenses, staff, current maintenance contracts and environments necessary for IE to provide the designated services.
- City of Charleston resources are expected to be available onsite or remotely throughout the entire project.
- City of Charleston agrees to provide all necessary cabling required in order to complete the installation of the proposed solution that is not already included with the provided equipment. Cabling will be delivered to the installation site prior to the scheduled install date. This includes desktop patch cords, closet patch cords, patch panels, etc. All cabling longer than 20 feet will be installed by City of Charleston or its subcontractor and will be labeled with an indication of what the cabling supports.
- City of Charleston agrees to prepare the installation site. In particular, this includes ensuring that proper environmental conditions are met and adequate power (including UPS) is available.
- City of Charleston agrees that any high-voltage electrical work and/or furnishing or installation of conduits and/or normal electrical hardware will be the responsibility of City of Charleston.
- City of Charleston agrees that maintenance contracts and entitlement for any required software upgrades for systems installed/upgraded as part of this project are current and in effect. City of Charleston further agrees to be responsible for any necessary licensing and maintenance contracts necessary to complete this project.
- City of Charleston agrees that all existing systems and/or applications which will be integrated as part of this project will be fully functional and all administrative authentication credentials known prior to the start of this project unless explicitly identified otherwise in this document. Troubleshooting and/or password recovery of existing systems not identified in this document will be handled as a project scope change.

Unique Assumptions

- City of Charleston agrees that all WAN and Internet circuits will be installed prior to implementation. Project delays caused by circuit delays will be considered out of scope and result in additional project fees.
- City of Charleston agrees to provide a list of all applications that will need firewall rules implemented



- City of Charleston agrees that IE will create up to two (2) device profile and posturing policies for ISE and that any additional profiling or posturing policies are out of scope.
- IE will not be responsible for the configuration of any client devices other than those required for testing.
- IE will not be responsible for the configuration of Active Directory.
- City of Charleston agrees that it will configure the remaining Nexus 2248 FEXs beyond the two Nexus 2248 FEXs IE will configure.
- City of Charleston agrees that it will configure the remaining access layer beyond the one Cisco Catalyst 3850 and the two Cisco Catalyst 2960X switches IE will configure.
- City of Charleston agrees that IE will not be held responsible for projects delays if the City does not have the remaining Data Center switches configured by the migration event.
- City of Charleston agrees that IE will not be held responsible for projects delays if the City does not have the remaining access layer switches configured by the migration event.
- City of Charleston agrees that it will install all access points.
- City of Charleston agrees that it will configure the remaining access points within the WLC and place the APs on the appropriate maps within Prime Infrastructure.
- City of Charleston agrees that IE will not be held responsible for project delays if the City does not have the remaining access points configured and operational by the migration event.
- Active Directory integration will consist of a single forest and a single domain.
- City of Charleston agrees it will provide adequate power and uninterruptable power supply (if desired) for all installed equipment.
- City of Charleston agrees to make any and all changes to DNS and/or DHCP for the purpose of associating wireless access points to controllers.
- City of Charleston further agrees that any configuration and/or troubleshooting of DNS or DHCP are outside the scope of this project.
- City of Charleston agrees that cabling between access point and switch has been tested and is operational.
- City of Charleston agrees that all access points will be mounted to the ceiling grid no more than 10 feet from the floor. Any other mounting hardware, other than the mounting bracket included with the access point, which must be installed will be out of scope and subject to the IE change control process.
- City of Charleston agrees that IE will not be held responsible for inadequate wireless coverage as wireless survey has not been performed.
- City of Charleston agrees it will provide adequate power and uninterruptable power supply (if desired) for all installed equipment.



BILLING AGREEMENT

PROJECT PRICE

This project will be billed as a Fixed Fee services engagement. The investment for this project effort will be \$56,850.00. All travel related expenses are included in the fixed fee price. Changes or modifications to this Scope of Work may result in an increase in the final solution cost.

INVOICE MILESTONES

IE will invoice based on the following milestones. An invoice will be generated at the completion of each of the milestone events shown below. The migration events and percentage of the total fixed price that will be billed are:

Project Kickoff	50%
Solution Migration	40%
Project Completion	10%

PRICING COMMENTS

The proposed Statement of Work detailed above is based on IE's current understanding of the overall business and technical objectives for this project. The breadth of coverage of the solution has been tailored to meet these objectives. Changes or revisions in the solution design may result in an increase in the consulting cost.

IE looks forward to the opportunity to work with City of Charleston on this project. Any questions, comments, or requests for additional information should be directed to Ryan Jenkins at (803) 920-6119.

This statement of work is valid for 90 days from the date on the cover page.



AGREEMENT OF TERMS

In order to assure satisfaction with the goals established for this project, please review and sign the following agreement.

- I, the undersigned, have reviewed this document in its entirety and agree that the stated objectives are aligned with the goals that have been established for this project.
- I agree that the outlined deliverables are sufficient to meet these goals.
- I agree that, to the best of my knowledge, IE has been provided with sufficient information to complete the scope of work.
- I agree that the information contained in this document will be kept confidential between IE & City of Charleston personnel.

City of Charleston
Gaillard Network Installation

City of Charleston
Authority: _____

Phone Number: _____

Internetwork Engineering

Account Manager: **Ryan Jenkins**

Phone Number: **(803) 920-6119**

(signature)



(signature)



APPENDIX A – SCOPE CHANGE DOCUMENT

The following is a sample document that will be used to record any changes to the scope of this project, any resulting schedule changes, and any costs to be incurred by City of Charleston for implementing the requested change(s).

City of Charleston

SCOPE CHANGE REQUEST

PROJECT INFORMATION

Project Name:		Date of Request:	
Client Contact:		IE Project Manager:	

CHANGE REQUEST

Internetwork Engineering (IE) is currently working with City of Charleston to complete the Gaillard Network Installation project for the purpose of *<Brief Description of Project>*. City of Charleston has requested that IE alter the previously agreed upon SoW in order to address additional requirements necessary to successfully complete the project.

Included in this scope of work change request are the following:

- Change 1
- Change 2

BUDGET AND SCHEDULE IMPACT

IE understands that most projects are dynamic and welcomes the opportunity to make the necessary changes to the existing SoW.

IE estimates # additional normal business *hours/days* (or XX impact to project) of consulting to complete this project successfully with the requested change. The professional services rate for this type of work is *\$/###/hour/day*. Therefore, the estimated resource cost for this change is *\$/##,###*. Professional services scheduled after IE's normal business hours, during weekends, or during Internetwork Engineering observed holidays would be billed at a rate of 1.5 times the normal hourly bill rate.

OR

The cost for this change in scope is *\$/##,###*. It is estimated that this change will extend the project by # *hours/days*.
{FIXED COST REQUIRES ADDITIONAL ASSUMPTIONS}

CHANGE AUTHORIZATION

I hereby accept this proposal and authorize IE to begin work in accordance with this Scope of Work Change Authorization.

(signature)

(Printed Name and Date)



APPENDIX B – SOLUTION HARDWARE/SOFTWARE COMPONENTS

- Two (2) Cisco Catalyst 4500X 40-port switches
- Two (2) Cisco Nexus 5672UP switches
- Ten (10) Cisco Nexus 2248 FEXs
- Fourteen (14) Cisco Catalyst 2960X 48-port POE switches
- One (1) Cisco Catalyst 29060X 24-port switches
- One (1) Cisco 5508 WLC with seventy-five (75) AP licenses
- One (1) Cisco 5508 WLC for High Availability
- Fifty (50) Cisco Aironet 2702I Access Points
- Two (2) Cisco ASA 5515-X Firewalls
- Two (2) Cisco 2900/3900 Router
- One (1) Prime Appliance
- One hundred fifty (150) Prime Infrastructure Lifecycle Licenses
- Two (2) Cisco SNS 3415 Appliances
- Three thousand (3000) Identity Services Engine Base Licenses
- One thousand (1000) Identity Services Engine Advanced Licenses

For the complete project hardware/software list, consult the associated IE quotation.

Master Services Agreement

This Master Services Agreement ("Agreement") made and entered into as of this the 1st day of October, 2014 shall govern the provision of all professional and related services between Internetwork Services Incorporated DBA Internetwork Engineering ("IE"), a North Carolina Corporation with its principal office at 13777 Ballantyne Corp Place, Suite 305 Charlotte, NC 28277, and City of Charleston ("Client"), a Municipal corporation with its principal office at 80 Broad Street, Charleston, SC 29401.

1. **SCOPE OF WORK** - IE agrees to provide professional network engineering services requested by Client from time to time. IE shall perform specified technology consulting and integration services. This work-for-hire will be subject to the general Terms and Conditions herein and any duly authorized Statement of Work (SOW) between the Client and IE. All goods to be provided in connection with the professional services shall be sold in accordance with those Terms and Conditions set forth in the IE Open Account Agreement and attached as Exhibit A hereto. All professional services rendered to Client, whether or not pursuant to a specific SOW shall, unless otherwise explicitly set forth to the contrary, be governed by these provisions.

2. **ENGINEERING FEES AND EXPENSES** - Hourly professional service fees shall be billed, based on actual time worked, unless otherwise stipulated in the project SOW. Services charged based on Fixed Fees shall be billed as agreed. Work performed shall be priced as indicated plus any applicable taxes, tariffs, duties and surcharges. Professional services will be performed during normal business hours unless otherwise required by Client. If after-hours work is required, it will be charged at 1.5 times the agreed hourly rate. Normal business hours are defined as 8:00 AM through 6:00 PM, Monday through Friday, excluding IE observed holidays. Reimbursable expenses for work performed outside of the designated are may include: actual and reasonable mileage, meals, travel and lodging reimbursed at those rates set forth in Exhibit A.

3. **TERM** - This Agreement shall commence on the date hereof and shall continue until terminated by either party as set forth below or by either party by giving thirty days advance written notice of termination to the other.

4. **WARRANTY** - IE represents and warrants to Client that: (a) IE shall perform all labor, work or services pursuant to this Agreement and any applicable SOW (the "Services") in a professional and workman like manner, in accordance with the standards of care, thoroughness and competence normally practiced by recognized firms in the industry performing Services of a similar nature, and in full compliance with any applicable plans, specifications, drawings, models or patterns mutually agreed upon by IE and Client; (b) IE shall engage only competent and experienced Personnel (as defined in Section 5) to perform the Services; (c) IE shall perform and complete the Services within a reasonable time of the schedule established in the SOW; and (d) no federal, state or local statute, law, rule, regulation or order will be violated in the performance of the Services.

5. **LABOR** - IE agrees to provide such personnel as are necessary to fully perform the Services (the "Personnel"). Such Personnel engaged by IE to perform the Services shall at all times be under the supervision and control of IE; provided, however, that IE may delegate from time to time such supervision and control to Client with respect to certain daily activities of such Personnel in conjunction with performance of the Services. IE agrees to cooperate with Client in assigning Personnel to perform the Services who are acceptable to Client and in removing and replacing Personnel when warranted.

6. **TITLE TO DOCUMENTS** - Except for pre-existing and pre-owned proprietary elements which IE incorporates into any work product delivered under this Agreement ("Prior Elements"), all tangible and intangible proceeds and products, documentation, and any and all intellectual property rights and other rights therein, prepared and delivered by IE pursuant to a SOW, or which Client may require IE to supply in accordance with the SOW, shall be the property of Client. All such documentation

shall be deemed "works made for hire." IE hereby assigns and agrees to assign to Client, its successors and assigns, all rights, title and interests in such documentation and in all applicable United States and international copyrights, including all renewals, extensions and continuations thereto, and all other intellectual property rights therein.

7. **CONFIDENTIALITY AND NON-SOLICITATION** - In the course of performing its obligations hereunder, IE may have access to Client's confidential and/or proprietary information ("Information"). IE agrees to protect that Information with the same degree of care it would exercise to protect its own confidential and/or proprietary information (or at least a reasonable degree of care) and to prevent the unauthorized, negligent or inadvertent use, disclosure or publication thereof. Upon expiration or termination of this Agreement, IE agrees to return to Client any Information it may have in its possession. IE shall insure that its employees, contractors and agents and its representatives and agents agree to assume this obligation of confidentiality and non-use prior to providing any Services.

The parties agree that during the term of this Agreement and for a period of twelve (12) months following termination of this Agreement for any reason, neither party will, directly or indirectly, solicit the employment of nor hire as an employee, independent contractor, or otherwise, any individual then employed by the other party without prior consent. Notwithstanding the foregoing, general advertisements for employment shall not be deemed to violate this section.

8. **LIMITATION OF LIABILITY** - As between the parties, each party acknowledges that it will be responsible for third party claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence or intentional misconduct of that party, its officers, employees and agents. Except for expenses or liabilities incurred by IE arising from the negligence or misconduct of the Client, IE agrees to indemnify and hold the Client harmless against any and all expense and liabilities arising out of the performance or default of this Agreement. However, IE shall not be liable under any circumstances for any special consequential, incidental, punitive or exemplary damages arising out of, or in any way connected with the agreement to provide services or the services provided including but not limited to damages for lost profits, loss of use, or lost data.

Each party shall promptly notify the other party of any claim or potential claim which may exist against an officer, employee, or agent of the other party related to activities performed under this agreement. The parties involved agree to cooperate and reasonably assist each other in the investigation, evaluation, resolution and/or defense of the matter. Nothing in this paragraph is intended to require a party to disclose information that might otherwise be privileged or protected from discovery.

9. **INSURANCE REQUIREMENTS** - IE shall purchase and maintain, at IE's expense, insurance in the minimum amounts that follow: (a) Worker's Compensation - \$1,000,000; (b) Commercial General Liability - \$1,000,000; (c) Auto Liability -- \$1,000,000; (d) Umbrella -- \$3,000,000; and (e) Errors and Omissions -- \$2,000,000. Upon request, IE shall furnish Client with certificates of insurance evidencing the insurance and limits as are necessary. IE shall furnish a new certificate of insurance to Client in the event of cancellation or expiration of any policy.

10. **TERMINATION**

(a) **Termination by Breach**. In the event either party fails to perform its duties and obligations in accordance with this Agreement (any such event, a "Breach"), the other party may give written notice of termination of this Agreement in its entirety and/or the Services to be provided, or any part thereof, specifying the breach, which termination shall be effective seven days after the date of such notice if within such seven day period the breaching party fails to remedy the breach.

(b) **Termination by IE**. If any Services or any Goods under a Purchase Order related to the Services required are suspended, delayed or interrupted by Client for a period of 60 days or more (unless otherwise agreed), upon giving Client 30 day's prior written notice, IE may elect to

treat such Purchase Order as if Client had terminated pursuant to provisions of subsection (a) above. If IE is authorized to resume the work under the Purchase Order or Statement of Work, an equitable adjustment will be made to applicable Purchase Order price and/or delivery schedule, as appropriate, such adjustment to be determined by IE in its sole discretion.

11. **NO ASSIGNMENT** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party except that either Party may assign this Agreement, in whole or in part, without the other Party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns.

12. **WAIVER** - Any failure at any time of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of such party to enforce such provision at any subsequent time.

13. **ALTERATION OF TERMS** - None of the terms and conditions hereof or any provisions of this Agreement may be added to, modified, superseded or otherwise altered except by a written instrument signed by both Client and IE, except as they may be added to, modified, superseded or otherwise altered as provided herein, notwithstanding any different or additional terms or conditions that may be contained in any correspondence, purchase order, acknowledgement, invoice or other form notwithstanding Client's act of accepting or paying for any Goods or Services, or any similar act of Client.

14. **CHOICE OF LAW AND VENUE** - This Agreement has been negotiated, executed and delivered in, and shall be deemed to have been made in, the State of South Carolina and the validity of the Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of South Carolina. Client and IE agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the State of South Carolina.

15. **ATTORNEYS FEES** - In the event that either party to this Agreement commences legal action against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs.

16. **SURVIVAL, NO THIRD-PARTY BENEFICIARY; SEVERABILITY** - The provisions of Section 7. of this Agreement shall survive the termination, cancellation or expiration of this Agreement. The provisions of this Agreement are intended for the sole benefit of Client and IE, and there are no third party beneficiaries. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by law.


17. **ENTIRE AGREEMENT** - Client and IE acknowledge and agree that the Terms and Conditions hereof, this Agreement and all attachments hereto and references herein shall constitute the final expression of the agreement between the parties and as a complete and exclusive statement of their agreement. No course of prior dealing or performance between the parties and no usage of the trade is relevant to explain or supplement this Agreement.

18. **ATTACHMENTS** - The following documents if checked below are attached and incorporated herein by reference:

Exhibit A, Terms and Conditions of Sale

City of Charleston

Internetwork Services Incorporated
DBA Internetwork Engineering

____ (Seal)  (Seal)

By: _____

By: CHRIS APPLEATE

Title: _____

Title: VP, OPERATIONS

Date: _____

Date: 10/2/14



people connecting people

INTERNETWORK ENGINEERING

OPEN ACCOUNT AGREEMENT

The Buyer indicated on this Agreement desires to purchase goods and services from Internetwork Engineering ("IE") on an open account basis and agrees in consideration of the creation of the open account to be bound by these terms and conditions. Neither IE nor the Buyer shall have any obligation to sell or purchase goods and services pursuant to this Agreement, but any goods or services so sold shall be covered by this Agreement. Either party may terminate this Agreement on thirty days prior written notice to the other party.

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale, which shall be referenced on all invoices, are the terms and conditions upon which IE makes all sales of its goods and services. IE will not accept any other terms and conditions of sale, unless Buyer and IE have executed a written agreement which explicitly and specifically supersedes and replaces these terms and conditions. Acceptance by Internetwork Engineering of all Buyer's purchase orders is expressly made conditional upon Buyer's agreement, expressed or implied, with the terms and conditions set forth herein without modification or addition except to the extent that such terms are agreed between the parties either in applicable statement of work or other executed document between the parties.

Each party agrees that during the term of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement for any reason, that it will not, directly or indirectly, solicit for employment an employee or independent contractor of the other party with whom the soliciting party came in contact as a result of this Agreement during the term of this Agreement. Each party understands and agrees that in the event of such solicitation, the other party may seek all legal remedies available. Notwithstanding the foregoing, general advertisements for employment shall not be deemed to violate this section.

1. ACCEPTANCE - Buyer's acceptance of these terms and conditions shall be indicated by its written signature below.

2. ENGINEERING FEES AND EXPENSES - The fees paid to IE shall be as set forth as follows: Time and Materials of actual time worked or a Fixed Fee amount to be billed against a Purchase Order, plus audit-worthy reimbursable expenses, as applicable. Engineering work will be performed during normal business hours unless otherwise authorized by Buyer. If after-hours work is required it will be charged at 1.5 times the agreed normal hourly rate. Normal business hours are defined as 8:00 AM through 6:00 PM, Monday through Friday, holidays excluded. Reimbursable expenses for work performed outside of the designated area will require Buyer's advance approval and shall include: actual and reasonable mileage reimbursed at **fifty cents (\$.50)** per mile; actual and reasonable costs of lodging, up to **one hundred and fifty dollars U.S. (\$150.00)** per day; actual and reasonable cost of meals up to **fifty dollars U.S. (\$50)** per day for overnight travel; and actual and reasonable costs of airfare for locations greater than 200 miles outside of the designated area. The contracted hourly rate applies to travel time.

3. DELIVERY OF GOODS - Unless otherwise agreed in writing, delivery of goods shall be made to the address specified by Buyer on the purchase order in accordance with IE's shipping policy in effect on the date of shipment. For all transactions, unless otherwise stated on the front of the invoice, title to, and all risk of loss of damage with respect to the products shall pass to Buyer upon delivery by IE to the Buyer. For all international transactions, the product shall be sold on a delivered, insurance paid, duty and international freight unpaid basis. IE assumes no responsibility for charges attendant to customs clearance in the country of delivery, customs duty, VAT or any other charges of taxes within the country designated for delivery by the Buyer. Delivery is subject to the payment provisions set forth herein and to IE's receipt from Buyer of all necessary information and documentation from Buyer including all import certificates, exemption and/or resale certificates, licenses and other documents as may be required from Buyer for export of the product. Buyer shall promptly notify IE, but in no event later than ten (10) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. IE shall not be liable for any shipment delays beyond the reasonable control of IE which affect IE or any of IE's suppliers, including, but not limited to, delays caused by unavailability or a shortage of products from IE's suppliers, natural disasters, acts of war, acts of terrorism; acts or omissions of Buyer, fire, strike, governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transport failures or delays.

4. PRICE AND PAYMENT - Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated or levied on the sale of the products (or the delivery thereof) or measured by the purchase price paid for the products. Unless otherwise specified, payment terms are NET 30 days. Any unpaid, and undisputed, invoice that is more than 30 days past due shall bear interest at an amount equal to one and one-half percent (1.5%) of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less) commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries and any services, repossession of unpaid delivered goods and/or termination of any one of more sales agreements. Notwithstanding any net payment provisions specified on the invoice, IE shall have no continuing obligation to deliver products or services on credit, and any credit approval may be withdrawn by IE at any time and without prior notice. IE retains (and Buyer grants to IE by submitting a purchase order a security interest in the products to secure payment in full and compliance with all sales agreements), and Buyer agrees to execute any additional documents necessary to perfect such security interest. In the

event the sales invoice shall be placed by IE in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of enforcing IE's security interest in the products, the Buyer agrees to pay any and all costs associated with such placement, including, without limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings. If a sale is to occur, or the product is to be shipped, outside of the United States, Buyer acknowledges and agrees that the amount due IE is contracted in U.S. Dollars and that payment in U.S. Dollars is of the essence. Any payment by Buyer in local currency or the receipt by IE of local currency as a consequence of enforcement procedures against Buyer will be deemed an authorization for IE to use that local currency to purchase U.S. Dollars or, if such purchase is prohibited by local law, an authorization to purchase appropriate bonds or other instruments and export them from the Buyer's country in order to convert the currency into U.S. Dollars and apply the proceeds to the payment of any amounts owed to IE by Buyer. Any deficiency as a result of conversion of payment into U.S. Dollars shall be the responsibility of Buyer.

5. PURCHASE MONEY SECURITY AGREEMENT - Buyer agrees to and hereby grants to IE a security interest in computers, network hardware, software and accessories goods, and products sold by IE ("Products") to Buyer hereunder (and which are more particularly described in the quotation attached hereto), wherever located and the proceeds thereof until the balance owed to IE for such Products is paid in full.

6. PRODUCT RETURNS - Return of products purchased hereunder, whether for stock balancing purposes or because such products are claimed to be defective, shall be governed by IE's product Return policy in effect on the date of the invoice, or as otherwise provided by IE to Buyer in writing. IE reserves the right to modify or eliminate such policies at any time. IE will honor and pass through to Buyer all rights and warranty entitlements provided by the Original Equipment Manufacturer (OEM). In most cases, unopened items may be returned within 30 days contingent on the OEM's approval. Open item returns may be allowed on a case-by-case basis contingent on the OEM/Distributor approval and may incur a restocking fee. Although IE's policies may permit Buyer to return products claimed to be defective under certain circumstances, IE makes no representations of warranties of any kind with respect to the Products. IE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IE WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY. The right to return defective products, as previously described, shall constitute IE's sole liability and Buyer's exclusive remedy in connection with any claim of any kind relating to the quality, condition of performance of any product, whether such claim is based upon principles of contract, warranty, gross negligence, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. In the event IE issues a return authorization to Buyer allowing Buyer to return product to IE, Buyer will deliver the product to IE's address in Charlotte, NC, if so required by IE, and Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes) as well as import or customs duties, license fees and similar charges, however designated or levied, on any replacement Product to be shipped by IE to Buyer.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY - As between the parties, each party acknowledges that it will be responsible for third party claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence or intentional misconduct of that party, its officers, employees and agents. Except for expenses or liabilities incurred by IE arising from the negligence or misconduct of the Client, IE agrees to indemnify and hold the Client harmless against any and all expense and liabilities arising out of the performance or default of this Agreement. However, IE shall not be liable under any circumstances for any special consequential, incidental, punitive or exemplary damages arising out of, or in any way connected with the agreement to provide services or the services provided including but not limited to damages for lost profits, loss of use, or lost data.

Each party shall promptly notify the other party of any claim or potential claim which may exist against an officer, employee, or agent of the other party related to activities performed under this agreement. The parties involved agree to cooperate and reasonably assist each other in the investigation, evaluation, resolution and/or defense of the matter. Nothing in this paragraph is intended to require a party to disclose information that might otherwise be privileged or protected from discovery.

8. NO ASSIGNMENT - Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any such attempted assignment shall be null and void.

9. WAIVER - Any failure at any time of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of such party to enforce such provision at any subsequent time.

10. NO THIRD PARTY BENEFICIARY; SEVERABILITY - The provisions of this Agreement are intended for the sole benefit of Buyer and IE, and there are no third party beneficiaries other than assignees identified in this Agreement. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Purchase Order shall not be affected, and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by law.

11. GENERAL - These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by IE to Buyer and shall supersede all prior offers, negotiations, understandings and agreements. Unless Buyer and IE have executed a contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior, contemporaneous or subsequent agreement of understanding, whether written or oral, shall contradict, modify, supplement or explain the terms and conditions contained herein. No additional or different terms or conditions, whether material or immaterial, shall become a part of any sales agreement unless expressly accepted in writing by an authorized officer of IE in the United States. Any waiver by IE of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of South Carolina shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and

conditions. All sales agreements shall be deemed to be made in, and shall be governed by, the laws of the State of North Carolina. The venue for any disputes arising out of any sales agreement shall be, Charleston County, SC.

12. **RESALE** – a) Buyer shall comply with, and shall not act to contravene, applicable laws, codes, and regulations including, without limitation, those relating to the licensing/control of, or prohibition against shipment (including both export and re-export) to designated countries and/or entities. b) Buyer recognizes that some product sales are limited to a specified territory and shall not sell products outside that territory. Such sales may constitute copyright or trademark infringement.

13. **NOTICES** - Any notices including invoices to be given by either party to the other party hereunder shall be in writing and given either by personal delivery, or by registered or certified mail, postage prepaid, return receipt requested, facsimile or express mail. Three (3) days after the date of mailing of such notice shall be deemed to be the effective date of such notice. Notices shall be transmitted to each party at the address designated by such party. Until either party shall designate a different address in writing, notices shall be transmitted to the parties at the addresses designated in the opening paragraph of this Agreement.

AS TO IE:
Internetwork Engineering
13777 Ballantyne Corporate Place, Suite 305
Charlotte, NC 28277
Attention: Christopher Applegate, VP Engineering and Client Services
Telephone 704-943-5626
Fax 704-541-0059

As to Buyer:

The undersigned have executed this Agreement as of the day and year appearing under their signature.

BUYER:

CITY OF CHARLESTON

By: _____

Name: _____

Title: _____

Date: _____

INTERNETWORK ENGINEERING

By: 

Name: CHRIS APPELATE

Title: VP, OPERATIONS

Date: 10/2/14

FOR OFFICE USE ONLY

Date Received: _____

Date Reviewed: _____ Credit Rating: _____

Evaluation: ☐ Approved ☐ Declined Reviewed by: _____

Comments: _____

COMMITTEE / COUNCIL AGENDA

4

TO: Joseph P. Riley, Jr., Mayor
FROM: Stephen A. Bedard DEPT. BFRC
SUBJECT: POLICE DEPARTMENT- SC DEPARTMENT OF PUBLIC SAFETY-OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAM
REQUEST: To accept the 2015 SC Department of Public Safety grant in the amount of \$136,014 to continue funding two police officers for the the DUI Task Force

COMMITTEE OF COUNCIL: W&M DATE: October 6, 2014

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>J. Mullen</i>	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Christie-Adams</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT:

No City Match Required

Mayor's Signature:

Joseph P. Riley, Jr.
Joseph P. Riley, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

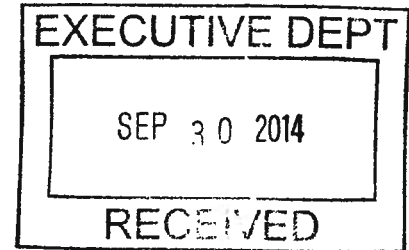


South Carolina Department of Public Safety

Office of Highway Safety and Justice Programs

September 24, 2014

The Honorable Joseph P. Riley, Jr.
City of Charleston
80 Broad Street
Charleston, South Carolina 29401-2901



RE: Highway Safety Grant No. M4HVE-2015-HS-22-15
City of Charleston Police DUI Enforcement Initiative

Dear Mayor Riley:

I am pleased to provide you with the original and one copy of a grant award approved by this office in the amount of **\$136,014**, with funding beginning October 1, 2014. In order to complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the original grant award with an original signature within 30 days. The signed original should be sent to:

Dr. Ed Harmon, Assistant Director
Office of Highway Safety and Justice Programs
S. C. Department of Public Safety
P. O. Box 1993
Blythewood, South Carolina 29016

Copies of the Request for Payment/Quarterly Fiscal Report forms have been forwarded to the Project Director. The first report for this grant is due February 1, 2015, for the quarter ending December 31, 2014. Timely submission of progress reports will ensure the processing of eligible claims filed against this grant.

Congratulations on your project's selection for funding for FFY 2015. Our staff looks forward to working with you in our joint mission to reduce the incidence and severity of traffic crashes in our state. Please contact your assigned program manager, Cothea Scott, if you have any questions regarding this award.

Sincerely,

Phil Riley
Director

Enclosures

c: Lieutenant Michael Thomas
Grant File

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: City of Charleston
Grant Title: City of Charleston Police DUI Enforcement Initiative
Grant Period: 10/1/2014 - 9/30/2015 Date of Award: 10/1/2014
Amount of Award: \$136,014 Grant No.: M4HVE-2015-HS-22-15

In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.616, and on the basis of the application for a grant award submitted to the Office of Highway Safety and Justice Programs, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.

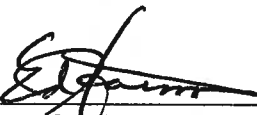
This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.


The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety and Justice Programs, signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety and Justice Programs in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

Signature of Official Authorized to Sign
Joseph Riley

ACCEPTANCE FOR THE SFA



Ed Harmon, Assistant Director/
Justice Programs Administrator
Office of Highway Safety and Justice Programs


Phil Riley, Director
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND THE TERMS AND CONDITIONS CONTAINED IN THE APPLICATION PAGES.

SPECIAL CONDITIONS

SUBGRANTEE : City of Charleston Police Department

GRANT TITLE : City of Charleston Police DUI Enforcement Initiative

GRANT NO. : M4HVE-2015-HS-22-15

AWARD DATE : 10/1/2014

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO WITHIN THIRTY(30) DAYS FROM THE DATE OF AWARD AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED.

01. This award is contingent upon approval and availability of funds from the federal funding agency.
02. Comply with OMB Circular A-128 or OMB Circular A-133, Audit Requirements, or with generally accepted accounting principles in accordance with the Government Auditing Standards, whichever is applicable. Indicate the acceptance of these requirements by returning a completed copy of the Acceptance of Audit Requirements on page 6 of the grant application.
03. Submit the appropriate original signatures of the Project Director, Financial Officer and the Official Authorized to Sign.
04. Submit a copy of your agency's travel regulations by the date of the scheduled Pre-work Conference and updates when they occur.
05. All Personnel funded under this grant must be identified by name and date of hire and submitted on agency letterhead. Any changes in grant personnel, reassignments or terminations must be reported by the subgrantee agency in writing.
06. The Project Director and a financial staff person will attend a Pre-work Conference by November 1, 2014.
07. In accordance with the Federal Funding Accountability and Transparency Act, the Agency must complete and submit a DUNS number on the required form by the date of the Pre-work Conference. No reimbursements can be made until this information is on file with the Office of Highway Safety and Justice Programs.
08. The City of Charleston Police Department will comply, relative to this grant project, with the provisions of the Buy America Act (23 U.S.C. §313) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation. Products manufactured or assembled in the United States do not require a waiver.
09. Grant-funded personnel must work only night and weekend shifts between the hours of 3:00PM and 6:00AM, except in cases when an officer is required to appear in court or scheduled to attend specialized training.
10. The City of Charleston Police Department shall fully participate in the 2015 Law Enforcement DUI Challenge.
11. City of Charleston Police Department shall continue to participate actively in the Ninth Circuit Law Enforcement Network.
12. Since the primary function of grant-funded officers is to prevent and reduce collisions, injuries and fatalities by proactive enforcement measures, these officers should only respond to traffic collisions in emergency situations, such as when no other officer is available to respond, or during inclement weather when proactive enforcement is hindered.
13. The City of Charleston Police Department is encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

14. Please make the following revisions to your approved grant and submit to the OHSJP by the date of the scheduled Pre-Work Conference:

- a. Expand on the Project Narrative to include participation in national and local highway safety campaigns; participation in the local LEN; participation in DUI Countermeasures-related educational initiatives/presentations and DUI-related trainings that will enhance the grant-funded officers enforcement efforts.
- b. Delete Specific Objective #4 relative to speed and other moving violations, and the corresponding Performance Indicator from the grant application.

15. Any programmatic changes resulting from adjustments in the approved grant budget need to be addressed on pages 7 - 13 of the grant and revised accordingly to reflect the approved grant budget. These revisions are due by the date of the scheduled Pre-Work Conference.

16. The deadline for final grant revisions is June 30, 2015.

FOR ACCOUNTING-GRANTS USE ONLY

NO.	ASSIGNED TO	CLEARED BY	Date
01.	SA		
02.	SA		
03.	SA		
04.	SA		
05.	SA		
06.	SA & PM		
07.	SA		
08.	SA		
09.	PM		
10.	PM		
11.	PM		
12.	PM		
13.	PM		
14.	SA & PM		
15.	SA & PM		
16.	SA & PM		

COMMITTEE / COUNCIL AGENDA

5

TO: Joseph P. Riley, Jr., Mayor

FROM: Stephen A. Bedard DEPT. BFRC

SUBJECT: POLICE DEPARTMENT-U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT (FEMA) 2014 PORT SECURITY
GRANT

REQUEST: To accept a grant from FEMA in the amount \$9,656 for the Personal
Radiation Detectors

COMMITTEE OF COUNCIL: W&M DATE: October 14, 2014

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>D. Miller</i>	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Phone call OK</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT:

No city match required for this grant

Mayor's Signature:

Joseph P. Riley, Jr.
Joseph P. Riley, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

U.S. Department of Homeland Security
Washington, D.C. 20472



Christine Middleton
City of Charleston
80 Broad Street
Charleston, SC 29401

Re: Grant No. EMW-2014-PU-00502

Dear Christine Middleton:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Port Security Grant Program has been approved in the amount of \$ \$9,656.00 . You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligor Document (attached to this Award Letter)
- FY 2014 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.



BRIAN KAMOIE, GPD Assistant Administrator



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City of Charleston
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2014-PU-00502-S01

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Article I - Summary Description of Project

Project 2: Maritime Radiological Detection Equipment is partially funded for \$9,656. No funding for third year warranty.

Article II - Assurances, Administrative Requirements and Cost Principles

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article III - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article VI - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article VII - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article VIII - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article IX - Duplication of Benefits

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article X - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article XIV - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XV - Non-supplanting Requirement

Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XVI - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article XVII - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article XVIII - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XIX - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XX - Incorporation by Reference of Funding Opportunity Announcement

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

Article XXI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article XXIV - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XXV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide

meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVIII - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article XXIX - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXX - Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action in accordance with the submission instructions posted at <http://www.fsrc.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received –

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

a. As part of your registration profile at <http://www.sam.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

a. in the subrecipient's preceding fiscal year, the subrecipient received-

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR § 25.320:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

- c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR § 170.315.
3. Subaward, as defined in 2 CFR § 170.325:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:
- a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation, as defined in 2 CFR § 170.330 means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2014-PU-00502-S01	AMENDMENT NO. ***	576000226	AWARD	W510909N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
City of Charleston 80 Broad Street Charleston, SC, 29401	Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Cherrie-Ann Caton	(843) 965-4055	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
09/01/2014		Cost Reimbursement	From: 09/01/2014 To: 08/31/2016 Budget Period 09/01/2014 08/31/2016

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Port Security Grant Program	97.056	2014-SL-B411-P400- -4101-D:W510909N \$ 9,656.00	\$0.00	\$9,656.00	\$9,656.00	\$0.00
TOTALS			\$0.00	\$9,656.00	\$9,656.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

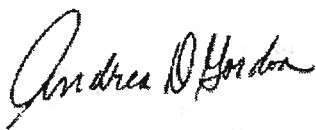
N/A

DATE

N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
DATE

09/09/2014



ANDREA GORDON , Assistance Officer

COMMITTEE / COUNCIL AGENDA

6

TO: Joseph P. Riley, Jr., Mayor

FROM: Stephen A. Bedard DEPT. BFRC

SUBJECT: CITY OF CHARLESTON FIRE DEPARTMENT - U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT (FEMA) 2014 PORT SECURITY GRANT

REQUEST: To accept a grant award from FEMA in the amount \$93,580 to purchase twenty Encrypted radios.

COMMITTEE OF COUNCIL: W&M DATE: October 14, 2014

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
City of Chs. Fire Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kam Bude	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Thomas Silva	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

City required match in the amount of \$31,193 will be budgeted in 2015.

Mayor's Signature: Joseph P. Riley, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

U.S. Department of Homeland Security
Washington, D.C. 20472



Mark Davis
City of Charleston
80 Broad Street
Charleston, SC 29401

Re: Grant No. EMW-2014-PU-00523

Dear Mark Davis:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Port Security Grant Program has been approved in the amount of \$93,580.00. As a condition of this award, you are required to contribute a cost match in the amount of \$31,193.00 of non-Federal funds, or 25 percent of the total approved project costs of \$124,773.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all

FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.



BRIAN KAMOIE, GPD Assistant Administrator



U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City of Charleston
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2014-PU-00523-S01

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Article I - Summary Description of Project

Project 1: Maritime Domain communication and accessibility project is partially funded for \$93,580. No funding for boat and tow vehicle.

Article II - Assurances, Administrative Requirements and Cost Principles

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article III - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IV - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article VI - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article VII - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article VIII - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article IX - Duplication of Benefits

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article X - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Article XII - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article XIV - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article XV - Non-supplanting Requirement

Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article XVI - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article XVII - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article XVIII - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XIX - DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article XX - Incorporation by Reference of Funding Opportunity Announcement

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

Article XXI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XXII - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XXIII - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article XXIV - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XXV - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide

meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVIII - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article XXIX - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXX - Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action in accordance with the submission instructions posted at [http:// www.fsrc.gov](http://www.fsrc.gov) specify.

B. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received –

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

a. As part of your registration profile at <http://www.sam.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

a. in the subrecipient's preceding fiscal year, the subrecipient received-

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR § 25.320:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

- c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR § 170.315.
3. Subaward, as defined in 2 CFR § 170.325:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:
- a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation, as defined in 2 CFR § 170.330 means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2014-PU-00523-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 576000226	4. TYPE OF ACTION AWARD	5. CONTROL NO. W510909N
---	--------------------------------------	--------------------------------------	-----------------------------------	-----------------------------------

6. RECIPIENT NAME AND ADDRESS City of Charleston 80 Broad Street Charleston, SC, 29401	7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472
--	---	---

9. NAME OF RECIPIENT PROJECT OFFICER Cherrie-Ann Caton	PHONE NO. (843) 965-4055	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
--	---------------------------------------	---

11. EFFECTIVE DATE OF THIS ACTION 09/01/2014	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2014 To: 08/31/2016 Budget Period 09/01/2014 08/31/2016
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15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2014-SL-B411-P400- -4101-D:W510909N \$ 93,580.00	\$0.00	\$93,580.00	\$93,580.00	\$31,193.00
TOTALS			\$0.00	\$93,580.00	\$93,580.00	\$31,193.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

N/A

DATE

N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)**DATE**

09/06/2014

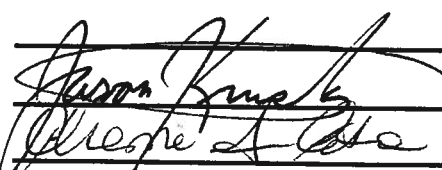
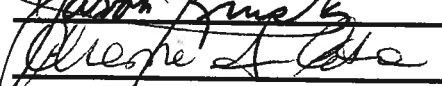
 ANDREA GORDON, Assistance Officer

COMMITTEE / COUNCIL AGENDA

7

TO: Joseph P. Riley, Jr., Mayor
FROM: Stephen A. Bedard DEPT. BFRC
SUBJECT: KEEP AMERICA BEAUTIFUL-2014 WASTE MANAGEMENT THINK GREEN GRANTS
REQUEST: To accept the Keep America Beautiful 2014 Waste Management Think Green Grant award in the amount \$10,000 for Bus fees for 30 School field trips to recycling center, educational materials and other supplies.
COMMITTEE OF COUNCIL: W&M DATE: October 14, 2014

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Deputy Director of Parks	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

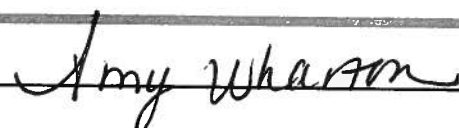
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

No City match required

Mayor's Signature: 
Joseph P. Riley, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

KEEP AMERICA BEAUTIFUL

1010 Washington Blvd.
Stamford, CT 06901

T: 203.659.3000
F: 203.659.3001

1030 15th Street, NW
Suite 490 West
Washington, D.C. 20005

T: 202.688.0600
F: 202.280.1490
info@kab.org
kab.org

September 15, 2014

Jennifer Scales
Keep Charleston Beautiful
823 Meeting Street
Charleston, SC 29403

Dear Jennifer:

Keep Charleston Beautiful has been chosen as a recipient of the KAB/Waste Management *Think Green* Grant for 2014. This grant has been made possible through a generous donation from Waste Management. Congratulations on your outstanding application.

Please note that you are eligible to receive this grant because you are currently in good standing with KAB, so thank you for meeting the requirements. We hope you maintain your good standing status to be eligible for any grants available from KAB in the future.

A few logistical items:

- Enclosed is a check made out to your affiliate for \$9,000. The remaining funds will be released upon receipt of your wrap up report.
- The wrap up report is required by July 10, 2015 but the report is available for you to complete at any time here: <https://www.surveymonkey.com/s/2014WM10Kwrapup>
- Please coordinate with your Waste Management rep on distributing the grant recipient local press release.

Please post your pictures and project narrative to <http://blog.kab.org/> where your peers and KAB partners can view the progress and success of your project.

We look forward to hearing more about how your project is received in your community and the positive difference it will make. Thank you again for your exceptional efforts.

Sincerely,



Grace Keegan Massinello
Director, Affiliate Communications

cc: Kim Gann, Waste Management


CPR COMMITTEE and/or COUNCIL AGENDA

8

TO: Joseph P. Riley, Jr., Mayor
FROM: Matt Compton / Michael Compton DEPT. Parks – Capital Projects
SUBJECT: SCPRT SPORTS DEVELOPMENT GRANT APPLICATION FOR GOVERNOR'S PARK BALL FIELD LIGHTING
REQUEST: The approval to submit a grant application with the South Carolina Department of Parks, Recreation & Tourism (SCPRT), in the amount of \$350,000.00 for the installation of athletic ball field lights on the Great Lawn area of Governor's Park. SCPRT is administering the grant per the proviso included in the FY 2014-2015 Appropriations Act of the S.C General Assembly. The lighting will allow evening recreation programming on the four Soccer/multi-purpose fields.

COMMITTEE OF COUNCIL: Ways and Means DATE: October 14, 2014

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Director of Parks	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Compliance Mgr.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept/Div Parks/Capital Projects Acct # N/A

Balance in Account \$0.00 Amount needed for this item \$0.00

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: The City will be required to match the grant at 100%, or \$350,000, if approved by SCPRT. A funding source will be determined at the time of the grant award.

Mayor's Signature: 

Joseph P. Riley, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M ON THE DAY OF THE CLERK'S AGENDA MEETING.

September XX, 2014

Ms. Yvette Sistare
Finance Director
SC Department of Parks, Recreation & Tourism
1205 Pendleton Street, Suite 517
Columbia, SC 29201

RE: FY2014-2015 Sports Development Funding Grant / Governors Park

Dear Ms. Sistare:

The City of Charleston is pleased to submit this application package for the Sports Development Funding Grant administered by the SCPRT. We are grateful for the opportunity.

Our request is for \$350,000 in grant funding to be matched with \$350,000 in City funds. The combined \$700,000 will be used to install athletic field lighting on the four soccer fields at Governors Park. This improvement will greatly enhance the City's ability to host a variety of athletic events at the park, and our Economic Impact Statement supports this as an effective use of State and City funding.

I trust that you will find everything in order. Thank you.

Sincerely,

Joseph P. Riley, Jr.
Mayor

attachments

From: Yvette Sistare [<mailto:ysistare@scprt.com>]
Sent: Tuesday, August 12, 2014 3:11 PM
To: Ebeling, Jerry
Subject: Sports Development Funding - SCPRT

Your organization was appropriated \$350,000 the FY2014-2015 Appropriations Act. These funds are directly related to Sports Development and must adhere to the proviso directing the use of these funds (see below). The funds will not be released until the state closes the book on FY2013-2014, which is expected to be on or shortly after September 1, 2014. I would like to proceed with retrieving all necessary information for your organization so that when the funds are released I can immediately process payment to your organization. I will need the following in order to release the funds;

- A letter from the City Administrator or CFO requesting the funds
- A statement of nondiscrimination (attached)
- Detailed budget of the use of these funds
- A copy of the adopted budget for the current year
- The organizations most recent operating financial statement
- Two years of audited financial statements (Providing a link to a website is acceptable)
- Documentation that supports the estimated economic impact of these funds and source of the required match funds

118.16. (SR: Non-recurring Revenue) (11.1) Of the funds appropriated above in sub item (11)(b), the Department of Parks Recreation and Tourism shall make grant awards available to youth sport organizations. All grant awards must be matched dollar-for-dollar with a non-state match. Organizations must be able to demonstrate an annual economic impact that exceeds the award amount.

Thank you and please contact me if you have any questions or concerns.

Yvette Sistare
Finance Director
South Carolina Department of Parks, Recreation
& Tourism
1205 Pendleton Street, Suite 517
Columbia, South Carolina 29201
YSistare@scprt.com
Office (803) 734-1759
Cell (803) 622-1229
Fax (803) 734-0671

Governors Park - Sports Development Funding

Project Budget

Department of Parks

September, 2014

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Extended</u>
CONSTRUCTION				
MUSCO lighting system (complete) - 15 pole configuration. Includes 26' deep-drilled concrete foundations, 70' tall galvanized steel poles, 112 light factory-aimed light fixtures, lamps, wiring, controls, and related hardware.	1	Allow	\$ 599,500	\$ 599,500
Add new electrical service to existing Restroom / Concessions building to support lights. Includes all required materials and installation.	1	Allow	\$ 25,000	\$ 25,000
Site repairs following installation (subsurface drainage, irrigation, and/or sod repairs)	1	Allow	\$ 20,000	\$ 20,000
			Construction SUBTOTAL	\$ 644,500
			5 % Cont. / Cost Factor	\$ 32,225
DESIGN / PERMITTING				
Site design and electrical engineering services related to new service, coordination with MUSCO, and permitting requirements.	3.5 %			\$ 23,275

TOTAL PROJECT COST \$ 700,000

FUNDING	
S.C. Sports Development Funding	\$ 350,000
City of Charleston - GF Reserve	\$ 350,000
TOTAL	\$ 700,000

NOTE: MUSCO lighting system used as the basis for this estimate based on existing ballfield lighting equipment at this facility and the overall efficiency of the proposed lighting system. A comparable lighting system utilizing off-the-shelf components requires 174 total light fixtures, or 62 more 1500 Watt fixtures. This would require an additional 93-KW of electricity to operate, which equates to over 37 MW of additional electricity per year.

For the full budget document, please visit the City of Charleston website.
<http://www.charleston-sc.gov/DocumentCenter/View/4637>

CITY OF CHARLESTON, SOUTH CAROLINA 2014 ANNUAL BUDGET

For the fiscal year beginning January 1, 2014

Final Adoption by City Council on December 17, 2013



MAYOR

JOSEPH P. RILEY, JR.

City Council

Aubry Alexander
William D. Gregorie
Blake Hallman
James Lewis, Jr.
Robert M. Mitchell
Bill Moody, Jr.

Dean C. Riegel
Mike Seekings
Marvin D. Wagner
Perry K. Waring
Gary White, Jr.
Kathleen Wilson



General Fund Executive Summary					
	2013 Approved	2013 Amendment	2013 Amended	increases (decreases)	2014 Draft
Revenues					
Property Taxes	58,475,579	3,477,878	61,953,457	3,096,543	65,050,000
Licenses	25,236,110		25,236,110	1,785,250	27,021,360
Sales & User Charges	581,500		581,500	38,300	619,800
Permits & Fees	2,925,326		2,925,326	452,472	3,377,798
Rents & Concessions	1,510,768		1,510,768	70,287	1,581,055
Fines & Forfeitures	840,000		840,000	-	840,000
Penalties & Costs	686,000		686,000	2,200	688,200
State of SC	16,956,000		16,956,000	752,569	17,708,569
Recreational Facilities	1,422,150		1,422,150	97,615	1,519,765
Franchise Tax	13,031,100		13,031,100	(108,850)	12,922,250
Commissioners of Public Works	1,095,000		1,095,000	-	1,095,000
Miscellaneous Income	1,324,452		1,324,452	(42,184)	1,282,268
Interest Income	65,000		65,000	(5,000)	60,000
Federal Programs	218,466		218,466	(15,730)	202,736
Transfers In	8,800,173		8,800,173	395,174	9,195,347
Reserves	670,000		670,000	(248,802)	421,198
Fund Balance	1,083,000	-	1,083,000	117,000	1,200,000
Total Revenues & Financial Sources	134,920,624	3,477,878	138,398,502	6,386,844	144,785,346
Expenditures					
General Government	26,314,324	60,621	26,374,945	2,575,502	28,950,447
Public Safety	69,893,714	3,214,198	73,107,912	2,003,285	75,111,197
Public Service	12,623,826		12,623,826	(45,204)	12,578,622
Urban & Community Development	2,665,702		2,665,702	26,711	2,692,413
Culture & Recreation	16,387,748		16,387,748	509,198	16,896,946
Community Promotions	673,873		673,873	32,978	706,851
Health & Welfare	545,683		545,683	55,905	601,588
Business Development and Assist.	1,053,381		1,053,381	54,067	1,107,448
Transfers Out	2,491,059	203,059	2,694,118	(204,048)	2,490,070
Other	6,225,954	-	6,225,954	1,498,484	7,724,438
Total Expenses	138,875,264	3,477,878	142,353,142	6,506,878	148,860,020
General Fund Revenue Over/Under Expenses	(3,954,640)	-	(3,954,640)	(120,034)	(4,074,674)

2014 Major Revenue Changes (compared to 2013 Amended Budget):		
Property Tax	3,096,000	Same millage rate as 2013: 80.3 mills. Approx 3.5% growth in real property assessments expected
Business License	1,709,000	Growth expected: 7% over 2013 budget; approx 3.5% growth over 2013 as currently trending
Building & related Permits	432,000	Growth expected: 20% over 2013 budget. Slight decrease from 2013 as currently trending due to non-repeat on large permits for Galliard project
Local Option Sales Tax (LOST)	895,000	Growth expected: 6%; tax credit factor is anticipated to increase
Transfers In	600,000	Funding from Hospitality Fee for 8 Additional Entertainment District Police Officers
Fund Balance	117,000	Use \$1,200,000 of Unassigned Fund Balance
Franchise Fee	(109,000)	Reduced price of purchased natural gas used to produce electricity resulted in lower rates to customers
Other (Net of increases & decreases)	(353,000)	
Total increase in revenues & other funding sources	6,387,000	

City of Charleston Audited Financial Statements may be found on the website.

<http://www.charleston-sc.gov/index.aspx?nid=125>

ECONOMIC IMPACT STUDY – SPORTS DEVELOPMENT FUNDING

GOVERNORS PARK, CITY OF CHARLESTON, SC

Prepared by Matthew M. Compton, RLA

City of Charleston, Department of Parks

PURPOSE

The City of Charleston is seeking \$350,000 in funding through the *Sports Development* proviso of the FY2014-2015 Appropriations Act of the South Carolina General Assembly (section 118.16). These funds are non-recurring revenue administered by the S.C. Department of Parks Recreation and Tourism, requiring both a 1:1 match and demonstration of an annual economic impact exceeding the award amount.

SCOPE

Funding is being sought to install athletic lighting on four soccer fields on the “Great Lawn” area of Governors Park, thereby enabling additional use of the existing facilities. Installation of lighting will enable an increase in field usage, particularly during the Daylight Savings Time period. At present, these fields are utilized solely for recreation programs operated by the City of Charleston. The required annual economic impact of \$350,000 or more is based on the additional use that the improvements funded by the grant are expected to support.

APPROACH

In order to develop an Economic Impact Study (EIS), we evaluated potential uses that would be supported in whole or in part by the new lighting. These uses include both field sports (soccer, lacrosse, ultimate Frisbee, kickball, etc.) and non-athletic field uses (concerts, festivals, etc.). Recognizing that there is a finite need for each type of use, we also took the existing schedule for the Southeast region into consideration. Where feasible, existing events that could be better supported by the facilities at Governors Park are proposed for possible expansion and/or relocation. An event that is relocated from within the region without an increase in participation would not generate an economic impact.

ASSUMPTIONS / VALUES UTILIZED

This EIS is based on the assumption that two or more of the proposed events would take place during an annual period. It is unlikely that all of the identified events would take place each year. However, the capacity to support all of the identified events will be available at the Governors Park facility upon the completion of the proposed improvements. Please see the attached spreadsheet showing the events and estimated economic impacts of each. Impacts are subtotaled by category (Tournament Fees, Hotels, Daily Expenditures) and combined.

The details of each assumption and event are outlined below.

- **EVENT DAYS**: Each partial day counted as a full day. This value is used in the calculations for Hotel and Daily Expenditure impacts.

- NUMBER OF TEAMS / ATTENDEES: Based on the anticipated maximum capacity of the event.
- REGISTRATION FEE / TICKET PRICE: Based on the recent rate for the model used to generate the EIS. Assumption is that all of the proceeds would be expensed locally to pay for field rentals / preparation costs, referees, equipment rentals, etc.
- TOTAL TEAM MEMBERS: Based on the maximum allowable per the tournament guidelines. Youth teams include two Coaches in addition to the team members.
- GUESTS per TEAM MEMBER: Value is based on the assumption that all Adult event participants would have 1 guest per Team Member, while Youth event participants would vary depending on the size of the tournament (which would affect the Out-of-Town participation).
- % LOCAL ATTENDEES: Local is defined as within a 50-mile radius. This encompasses all of Charleston County, almost all of Berkeley County, and the portions of Colleton, Dorchester, and Orangeburg counties East of I-95. All events are assumed to have at least 25% Local participation, and the participation is assumed to increase based on decreasing event size (smaller events attract more local participation).
- ROOM NIGHTS: Calculated based on the assumption of three (3) Out-of-Town Team Members and Guests per room.
- AVERAGE LENGTH OF STAY: Unless otherwise noted, this is assumed to be 1 day less than the Event Days. Modifications to this formula are based on early starts for events with a regional draw (increased) or events that are associated with other programs where the attendees would presumably already be in town (decreased).
- AVERAGE DAILY RATE (ADR): Based on information compiled by the College of Charleston Office of Tourism Analysis titled "Estimation of Tourism Economic Impacts in the Charleston Area 2011". The study encompassed Berkeley, Charleston, and Dorchester counties, with the ADR provided for Charleston County.
- AVERAGE DAILY EXPENSES: Based on information in the above referenced study. Determined by subtracting the ADR from the total Average Expenditures Per Visitor Per Day.

- **ADULT 6v6 SOCCER TOURNAMENT**

Modeled after the *Soccer Six Tournament* series operated by Bear Foot Sports, Inc. This series has hosted events in Hilton Head Island, Myrtle Beach, Greenville, and Savannah, GA, with the HHI series in operation since 1994. Tournament participants travel from points across GA, SC, NC, and TN.

This tournament utilizes a smaller pitch, and Governors Park would accommodate 12 fields. This would allow for up to 72 teams of ten adults. Games would start mid-morning on a Saturday and run into the evening, with the championship matches held Sunday morning.

- **U18 SOCCER (11v11)**

This category would include any combination of Youth soccer from U10 – U18, any of which would be limited to four fields at Governors Park. Up to four divisions of six teams could be accommodated in a two-day event (i.e. U15 Boys, U15 Girls, U18 Boys, U18 Girls). Six divisions would require an additional day or the use of off-site fields. Teams are shown at the maximum size of 16 plus two Coaches.

The three events outlined represent a new stand-alone event, an expansion of the Harris Teeter Tournament hosted by SC United / Mount Pleasant (SCUMP), and an expansion of the Charleston Battery Cup Challenge.

- **LACROSSE**

Modeled after the Coastal LAX Tournament in Myrtle Beach, SC, with the assumption that one tournament could easily be inserted into the existing regional lacrosse schedule. There are a number of lacrosse leagues and teams in the Charleston region, and most of them travel to participate in tournaments outside of the immediate area. The only sizable lacrosse tournament in the area appears to be the T300 event, which takes place on polo fields located in Ravenel, SC. There is a strong lacrosse presence on Daniel Island, and support for this event will be easy to generate.

- **ULTIMATE FRISBEE TOURNAMENT**

Modeled after the annual "Chucktown Throwdown" hosted by the College of Charleston. This could be an expansion and relocation of the existing event (currently hosted on unimproved intramural fields on James Island) or a new tournament worked into the regional schedule.

- **WORLD ADULT KICKBALL (WAKA) REGIONAL TOURNAMENT**

WAKA has an established presence in the Charleston area, and the teams love to have a good time. This event is modeled after the Southeast Regional tournament, which is currently held in Jacksonville, FL. Typically this is a long, single-day event which requires a hotel stay before and after the event. We could either host a stand-alone event or attempt to relocate the existing tournament from Florida.

- **CONCERT / FESTIVAL**

Though not sports related, this type of event would be in keeping with the original intent of the Great Lawn at Governors Park. Two models are proposed: the smaller event would be an extension of the existing Piccolo Spoleto Festival (early Summer) or the MOJA Arts Festival (early Fall), while the larger event would be a stand-alone event that operated over two nights. The larger event could be produced by or in conjunction with the adjacent Family Circle Tennis Center, providing another stage location for a large multi-entertainer production.

For the EIS, it was assumed that only half of the Out-of-Town attendees at the smaller concert would stay in a hotel for one night, as it is assumed that the other half would already plan on being in town for other events related to the festival. The ticket price reflects the amount assumed to be associated with the local cost of producing the event. Any costs associated with the talent, promoters, etc. would not be captured in the local area, and are not included in the estimated impact. The percentage of local attendance has been estimated very conservatively, as the talent at the show could greatly skew the number of Out-of-Town attendees.

CONCLUSION

As previously stated, we do not anticipate conducting all of the proposed events. However, with a combined total usage of twenty days, all nine of the events could be worked into the Governors Park calendar. Instead, the focus will be on partnering with established event producers to either

expand an existing local event or create a new event to fill a current local or regional need. Some potential combinations that would meet the required \$350,000 / year economic impact include:

<u>EVENT</u>	<u>IMPACT</u>
6v6 Adult Soccer Tournament	\$130,868
U18 Soccer (SCUMP expansion)	\$ 47,625
Lacrosse tournament	<u>\$187,900</u>
Total Estimated Economic Impact	\$366,393
U18 Soccer - new event	\$145,019
Lacrosse tournament	\$187,900
Ultimate Frisbee tournament	<u>\$ 33,155</u>
Total Estimated Economic Impact	\$366,074
6v6 Adult Soccer Tournament	\$130,868
U18 Soccer – new tournament	\$145,019
U18 Soccer (SCUMP expansion)	\$ 47,625
WAKA tournament	<u>\$ 46,752</u>
Total Estimated Economic Impact	\$370,264
Lacrosse tournament	\$187,900
Concert / festival (small)	<u>\$313,000</u>
Total Estimated Economic Impact	\$500,900
6v6 Adult Soccer Tournament	\$130,868
U18 Soccer – new tournament	\$145,019
U18 Soccer (SCUMP expansion)	\$ 47,625
U18 Soccer – Battery Cup expansion	\$ 53,094
Lacrosse tournament	\$187,900
Ultimate Frisbee tournament	\$ 33,155
WAKA tournament	<u>\$ 46,752</u>
Total Estimated Economic Impact	\$644,413

In summary, a combination of two or more of the nine identified event types has the potential to generate an economic impact in excess of \$350,000. Based on conversations that occurred when Governors Park construction was beginning (2010 – 2011), there was an interest in both the soccer and lacrosse communities for access to these fields for tournament events. We feel confident that the improvements funded by this grant will generate the required return.

Governors Park - Sports Development Funding opportunity

Tournament / Event	Event Days	# of teams	Registration Fee	Economic Impact / Tournament Fees	Total team members / event	Guest per Team Member	Total Event Attendees	% Local attendees	Local attendees	% Out-of-town attendees	Avg. Length of Stay	Room Nights (Out-Of-Town Attendees / 2 x Room Nights)	ADP (based on 2012 CoC Tourism Analysis)	Economic Impact / Hotels	Avg Daily Expenses / Visitor (ADE - ADR per 2012 study)	Economic Impact (ADE)	Notes	
6x6 Adult Soccer	2	72	\$ 350	\$ 25,200	10	1	730	25	183	75	1	183	\$ 117	\$ 21,352.50	\$ 77	\$ 84,315	\$ 130,868	12 Divisions, 6 teams / Div
U18 Soccer (11v11) - new event	3	36	\$ 250	\$ 9,000	18	0.5	657	33	217	67	2	293	\$ 117	\$ 34,395	\$ 77	\$ 101,684	\$ 145,019	16 Division, 6 teams / Div
U18 Soccer (11v11) - SCJUMP exp.	2	24	\$ 175	\$ 4,200	18	1	450	50	225	50	1	75	\$ 117	\$ 8,775	\$ 77	\$ 34,650	\$ 47,625	4 Division, 6 teams / Div
U18 Soccer (11v11) - Battery Cup	2	16	\$ 550	\$ 8,800	18	1	306	25	77	75	1	77	\$ 117	\$ 8,951	\$ 77	\$ 35,343	\$ 53,094	4 Division, 4 teams / Div
Lacrosse tournament (10v10)	2	54	\$ 850	\$ 45,900	18	0.5	981	25	245	75	1	245	\$ 117	\$ 28,694	\$ 77	\$ 113,306	\$ 187,900	9 Divisions, 6 teams / Div
Ultimate tournament (7v7)	2	20	\$ 300	\$ 6,000	10	1	210	33	69	67	1	47	\$ 117	\$ 5,487	\$ 77	\$ 21,668	\$ 33,155	1 Division, 20 teams
WAKA Regional tournament	2	12	\$ 880	\$ 10,560	16	1	208	25	52	75	2	104	\$ 117	\$ 12,168	\$ 77	\$ 24,024	\$ 46,752	Move event from Jacksonville
Concert / festival	1	8000	\$ 15	\$ 120,000			8000	75	6000	25	0.5	333	\$ 117	\$ 39,000	\$ 77	\$ 154,000	\$ 313,000	Piccolo Spoleto / MOJA headliner
Concert / festival	2	15000	\$ 15	\$ 225,000			15000	60	9000	40	1	2000	\$ 117	\$ 234,000	\$ 77	\$ 924,000	\$ 1,383,000	2-day event with evening headliner
Other?			\$ -			0	0	0	0	100	-1	0	\$ 117	\$ -	\$ 77	\$ -	\$ -	
			\$ -			0	0	0	0	100	-1	0	\$ 117	\$ -	\$ 77	\$ -	\$ -	
																	\$ 2,320,412	POTENTIAL REVENUE

ADULT 6v6 SOCCER TOURNAMENT

Modeled after Soccer Six Tournament Series in Hilton Head Island, SC. (12) divisions, max of (6) teams of (10) per division. Played on 60x40 pitch - can accommodate 12 fields on Great Lawn.

U18 SOCCER

Modeled after Piggy Wiggy (now HT) tournament hosted by 5CUMP. Assumes smaller range of divisions (could be U15 / U18 Boys, etc.). Four divisions will require 3 days or use of other fields. Potential to utilize fields as expansion site for existing tournaments and/or the Charleston Battery Challenge Cup invitational.

LACROSSE

Modeled after Coastal LAX in Myrtle Beach.

ULTIMATE EDITION

ULTIMATE FRISBEE
Modeled after the annual ChuckTown ThrowDown hosted by the College of Charleston at "The Yard". Possible relocation of the event due to availability of lights for night play.

WAKA REGIONAL TOURNAMENT

Modeled after the SE Regional Tournament currently held in Jacksonville, FL (we should steal it). Long single-day event, with hotel stays for nights before and after event.

CONCERT / FESTIVAL

Modeled after a typical evening outdoor concert that would benefit from the lights, 8,000 attendees is a mid-range target. Could potentially expand offerings at FCTC and/or Blackbaud stadiums. Hotel stay assumes half of Out-of-Town attendees would stay overnight. Two-day event assumes all Out-of-Town attendees would stay in a hotel.

GENERAL

^aLocal^a is defined as within 50 miles of the site. Generally, North to the Santee River, NW to St. Stephen, W to I-95, SW to Walterboro (almost) S to Edisto Island. Approx. 1-hour drive. Stated percentages based on available knowledge of participant base. Hotel stays are assumed to be 3 visitors per room. Average length of stay is defined as 1 day less than event length unless noted

Registration fees are assumed to be paid locally for field rental / upkeep, staffing, etc. Event tickets are assumed to be the amount of ticket price attributable to the production of the event.

CPR COMMITTEE and/or COUNCIL AGENDA

9

TO: Joseph P. Riley, Jr., Mayor

FROM: Matt Compton / Michael Compton

DEPT. Parks – Capital Projects

SUBJECT: 2014 TENNIS AND BASKETBALL COURT RESURFACING

REQUEST: The approval of a contract with *Carolina Sport Surfaces, Inc.*, in the amount of \$49,927.00, to perform playing surface repairs at 12 park sites. This includes resurfacing of six (6) Tennis Courts, three (3) Basketball Courts, and spot repairs on eight (8) other courts. The repairs will be completed in two (2) months.

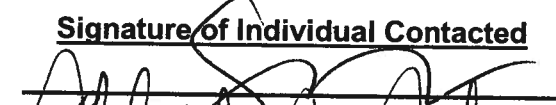


Committee of Council:

Ways & Means

DATE:

October 14, 2014

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div: Parks-Capital Projects Acct # 520000-52445

Balance in Account \$85,381.00 Amount needed for this item \$49,927.00
Project Number CP1402

NEED: Identify any critical time constraint(s).

CFO's Signature:  10/1/14

FISCAL IMPACT: The maintenance contract will obligate \$49,927.00 of the remaining \$85,381.00 of 2014 Structural Repairs funding. The funding source for all structural repairs work is the 2014 General Fund {\$301,000.00}.

Mayor's Signature: 

Joseph P. Riley, Jr., Mayor

2014 Structural Repairs Project Tracking
(520000-52445)

		Approved Structural Repairs Budget	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
CP1343 MLK Pool Resurfacing						
520000-52445	Construction	\$ 126,000.00	\$ -	\$ -	\$ -	Atkinson Pools & Spa
520000-52445	Change Order #1	\$ 10,500.00	\$ -	\$ -	\$ -	
Sub-total MLK Pool Resurfacing		\$ 136,500.00	\$ 126,000.00	\$ 10,500.00	\$ -	
Annual Tennis and Basketball Court Repairs						
520000-52445	Repairs	\$ 49,927.00	\$ -	\$ 49,927.00	\$ -	Carolina Sports Surfaces, Inc.
520000-52445	Advertising for Bids	\$ 30.00	\$ 30.00	\$ -	\$ -	The Chronicle-P129933
Subtotal Annual Tennis & Basketball Court Repairs		\$ 49,957.00	\$ 30.00	\$ 49,927.00	\$ -	
CP1307 - VRTC Masonry Repointing						
520000-52445	Repairs-Contingency	\$ 8,520.00	\$ -	\$ 8,520.00	\$ -	Contingency fund addition
Sub-total VRTC		\$ 8,520.00	\$ -	\$ 8,520.00	\$ -	
CP0305 - Bees Landing Recreational Center						
520000-52445	Replacement of Gym and Multi-Purpose Room Floors	\$ 23,828.52	\$ 23,828.52	\$ -	\$ -	P126423 with Moriah
Subtotal BLRC Floor Replacement		\$ 23,828.52	\$ 23,828.52	\$ -	\$ -	
CP1342 - JI Recreation Center Improvements						
520000-52445	JIRC Engineering and Surveying	\$ 8,270.00	\$ 8,270.00	\$ -	\$ -	Forsberg Engineering
Subtotal JIRC Improvements		\$ 8,270.00	\$ 8,270.00	\$ -	\$ -	
TOTAL PROJECT COSTS		\$ 227,045.52	\$ 158,098.52	\$ 68,947.00	\$ -	
FUNDING SOURCES						
YEAR	SOURCE	BUDGET		Notes		
2014	General Funds	\$	301,000.00			
	Transfer Out to Construction-Play Equipment	\$	(38,500.00)			
TOTAL FUNDING		\$	262,500.00			
PROJECT SUMMARY						
TOTAL STRUCTURAL REPAIRS COST		\$	227,045.52			
TOTAL STRUCTURAL REPAIRS FUNDING		\$	262,500.00			
BALANCE		\$	(35,454.48)			



Joseph L. Riley, Jr.


Mayor

City of Charleston
South Carolina
Department of Parks

Gerald F. Ebeling

Director

Memorandum

TO: Dustin A. Clemens,
Deputy Director / Capital Projects
FROM: Matthew M. Compton, 
Special Projects Administrator
DATE: September 15, 2014

RE: 2014 Tennis & Basketball Court Resurfacing

The results from the letting for the identified resurfacing projects are attached. As you can see, we only received one bid. However, this bid was provided by the local vendor and was within the cost estimate for the scope of work. I respectfully suggest that it be submitted to City Council for approval.

For background, the scope of work was identified through the assessment of all court facilities undertaken earlier this year. These projects were noted as critical based on the condition of the courts at the time of assessment. In some cases, the work required is minor and is intended to extend the useful life of the existing surface. For other sites, the work required is extensive. As you recall, we refined the scope after consulting with Recreation.

This project was out for bid for over 30 days, and was advertised in the *Post & Courier*, *The Chronicle*, and *SCBO*. Bid packages were provided to five qualified contractors in the Charleston, Myrtle Beach, Columbia, and Greenville areas, along with two contractor subscription services. At least three of the bidders were interested in the project, based on the questions I received from them. Reminders of the pending bid submittal date were also distributed several days before bids were due. Unfortunately, we only received one bid.

The sole bidder on this project is Carolina Sports Surfaces, Inc., a local vendor that has done work for the City for decades. They are not an MWBE firm, and will self-perform all work. Their bid is within the cost estimate for the project. Re-soliciting this project will result in a delay until the Spring due to the weather conditions required to execute the work.

Please let me know if additional information is required.

PROJECT:	<u>2014 Tennis & Basketball Court Resurfacing</u>
BID DATE:	<u>Thursday, 9/11/2014 at 2:00 pm</u>

Witness: ~~Peter Brownlee~~ 9.11.14
PETER BROWNLEE, PLA-

Received by: Matthew M. Compton, RLA
Special Projects Administrator

~~FAS cap~~
Caroline Fox Sargent

Written: Forty Three Thousand Three Hundred Ninety
Base Bid shall include **Items A, B, C, D and E** as identified in the 'Summary of Work'.

Page 3 of 36

Alternate No. 9: Item N (Corinne Jones Playground basketball court repairs)

Add the sum of \$ 2000.⁰⁰

Written: Two Thousand

UNIT PRICE WORK: Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

Unit Price No. 1: Item O (Fiberglass crack repairs – 5 SY LOT, Qty TBD)

Add / deduct the sum of \$ 107.⁰⁰ / per LOT

Written: One Hundred Seven / LOT

Unit Price No. 2: Item P (ARMOR Crack Repair system – 10 LF LOT, Qty TBD)

Add / deduct the sum of \$ 111.⁰⁰ / per LOT

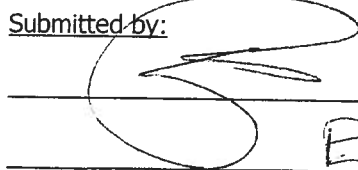
Written: One Hundred Eleven / LOT

The Bidder understands that the Owner reserves the right to reject any or all bids and waive any informality in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder agrees the Base Bid and any awarded Bid Alternates must be completed within 60 calendar days of the Date of Commencement indicated in the Notice to Proceed.

Submitted by:



(Signature)

(Name and Title. Please print.)

EA Scarpitta III, President

(Company)

Carolina Sand Surfaces Inc.

(Address and Phone)

2162 Atlantic Ave, Sullivan's Is, SC

843-200-4956

South Carolina General Contractor's License Number: NA

AFFIDAVIT C

**City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.**

Affidavit of EA Scarpa Pres. Carolina Sport Surfaces Inc.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
2014 Tennis & Basketball Court Resurfacing contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): EAScarpa

Signature: _____

Title: President

Sworn to before me this 8th day of September, 2014.
Notary Public for the State of South Carolina
My Commission Expires: 9/21/22
Print Name: Robyn Hall
Phone Number: (843) 584-2905
Address: 429 W Coleman Blvd.
mt. Pleasant, SC 29414

Notary Seal:

City of Charleston Short-Form Construction Contract

THIS CONTRACT, dated the ____ day of ____, 2014 is by and between:

the Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC

and

the Contractor:

Carolina Sports Surfaces, Inc.
2102 Atlantic Avenue
Sullivan's Island, SC 29482

WHEREAS, the Owner requires the construction of the project (the "Project") identified as follows:

Repairs and resurfacing of tennis and basketball courts at various parks in Charleston, SC as outlined in the project specifications for **2014 Tennis & Basketball Court Resurfacing (CP#1402)**. Work to include **BASE BID Items A – E, ADD ALTERNATES (1, 3 through 9)** in addition to **(2) LOTs Fiberglass crack repairs and (2) LOTs ARMOR Crack Repair as identified in the 'Summary of Work'**.

WHEREAS, the Contractor, whose South Carolina professional license is _____, is prepared and qualified to provide such Construction in accordance with Exhibit A;

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract:

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this Contract shall be the date written above or when all parties have signed this Contract, whichever is later.

THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.

THE DATE OF SUBSTANTIAL COMPLETION shall be 60 calendar days after the DATE OF COMMENCEMENT, subject to any adjustment(s) made in accordance with the terms of this Contract.

THE DATE OF FINAL COMPLETION shall be the date that the Scope of Work has been completed and accepted by the Owner.

PAYMENT TO THE CONTRACTOR:

This Contract authorizes a lump sum payment not to exceed \$ 49,927 (Forty-nine thousand, nine hundred and twenty-seven dollars) for services performed and accepted by the Owner in accordance with this Contract after Final Completion. Payment shall be Net 30 days after Final Completion and receipt of an original invoice which is submitted by the Contractor and accepted by the Owner. Faxed and/or copied invoices shall not be accepted.

GENERAL CONDITIONS:

1. The Contract Documents forming this Contract consist of a fully-executed Short Form Construction Contract (this document), the Project Manual, all Project Drawings and Specifications, all Bid Addenda, the Contractor's completed Bid Form, all Change Orders and Change Directives, and all Exhibits to these documents. In the event that a term in the Short Form Construction Contract conflicts with a term in the Contractor's Bid Form, the term contained within the Short Form Construction Contract shall prevail.
2. The Contractor shall prepare Weekly Progress Reports of the Work and submit them to the Owner on a weekly basis. The Owner shall at all times have access to the Project where the Scope of Work is being performed for the purpose of observing or inspecting the work performed by the Contractor. In any case of disagreement concerning any portion of the plans, specifications, work methods, workmanship, or any other matter concerning this Contract, the final decision shall be that of the Owner.

3. The Owner may authorize changes to the Scope of Work. If Owners authorizes changes to the Scope of Work, such changes shall be incorporated into the Scope of Work and made by issuing either a Change Order or a Construction Change Directive to the Contractor, and the Contractor shall perform the changed work promptly.
4. The Contractor shall furnish and pay the cost, including sales tax and other applicable taxes and fees, of all necessary materials, labor, tools, equipment, and supervision, as well as all business insurance, licenses and permits required by the City of Charleston, the State of South Carolina or as required by this Contract to perform the Scope of Work and any amendments thereto.
5. This Contract shall be interpreted pursuant to the laws and statutes of the State of South Carolina and the City of Charleston. The Contractor shall be responsible for compliance with all applicable laws, ordinances, rules and regulations for the duration of this Contract, and shall indemnify the Owner in the event of non-compliance thereof.
6. The Contractor shall be responsible for all construction means, methods, techniques, procedures and safely measures in the performance of the Scope of Work. Before beginning any work, the Contractor shall be responsible for examining the Drawings and Specifications for compliance with applicable laws, ordinances, and regulations, and shall immediately report any discrepancy to the Owner.
7. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of two years from the date of Final Completion.
8. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.
9. The Contractor shall employ only persons skilled in the Scope of Work for which it is to perform, and employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees as well as those of subcontractors and their agents and employees working on behalf of the Contractor. The City may, in writing, require the Contractor to remove from the project any employee the Owner deems incompetent, careless or otherwise objectionable at no additional expense to the Owner. The Contractor shall not subcontract out more than 30% of the total cost of this project.
10. The Contractor must exercise due diligence in protecting the Project and adjacent property. If, in the opinion of the Owner, the Scope of Work is being carried out in a damaging or irresponsible manner, it may terminate this Contract effective immediately upon verbal or written notice to the Contractor at no cost to the Owner.
11. The Owner reserves the right to terminate this Contract when it is in the best interest of the Owner, including but not limited to the non-appropriation of funds. If this Contract is so terminated, the Owner shall provide the Contractor with thirty (30) days written notice of such termination. No costs shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. No damages shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. If the Contractor fails to comply with the terms of this Contract, the Owner shall notify the Contractor in writing with the specific basis regarding such noncompliance. The Owner then reserves the right to terminate this Contract by written notice to the Contractor within thirty (30) days. Contractor shall not be entitled to any costs or damages resulting from a termination for default.
12. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance by the defaulting party with every provision of this Contract.

13. All notices pursuant to this Contract to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to the addresses stated above for the parties.

14. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Date of Commencement. Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner. Cancellation of Contractor's insurance shall be grounds for termination of this Contract. All insurance policies required of the Contractor shall provide that the Owner be named as an additional insured. The Contractor shall procure and maintain at its own expense for the duration of the Contract the following:

a. Contractor's General Public Liability and Property Damage Insurance including vehicle coverage, protecting the Contractor from claims of personal injury, including death, and claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than 1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit for any such property damage, injury or death sustained by two or more persons in any one accident.

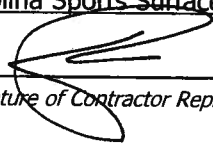
b. Workers Compensation Insurance, including occupational disease coverage, for all of the Contractor's employees. In case any work is subcontracted, the Contractor shall require such subcontractors identically to provide Workers Compensation Insurance, including occupational disease coverage for all of the latter's employees, unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract that are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance equal to the Contractor's insurance requirements as set forth herein for the protection of its employees not otherwise protected.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Contract at Charleston, South Carolina.

OWNER: City of Charleston

CONTRACTOR: Carolina Sports Surfaces, Inc.

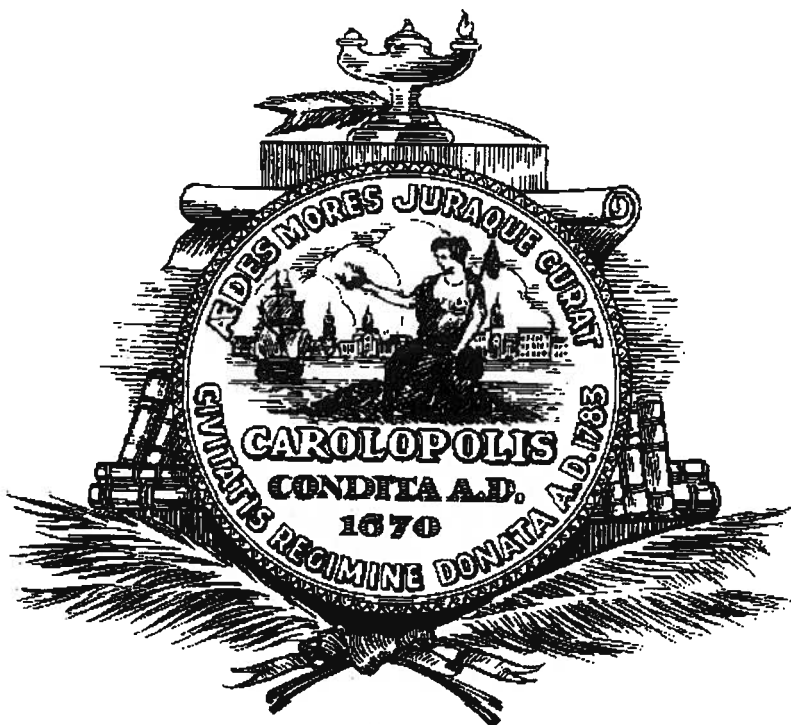
BY: _____
Joseph P. Riley, Jr.
Mayor

BY: _____

(Signature of Contractor Representative)
E. A. Scarpa, III,
(Print or Type Name of Contractor Representative)

ITS: President

REQUEST FOR PROPOSALS

2014 Tennis & Basketball Court Resurfacing



BID SUBMITTAL DEADLINE: 2:00 p.m. Thursday, September 11, 2014

City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403
Matt Compton, Special Projects Administrator
comptonm@charleston-sc.gov
Phone (843) 973-7210
Fax (843) 724-7300

CONTRACT DOCUMENTS

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BID FORM

PROJECT TITLE: 2014 Tennis & Basketball Court Resurfacing

BASE BID: The Bidder agrees to perform all of the work described as Scope of Work in the specifications for the sum of: \$ _____

Written: _____

*Base Bid shall include **Items A, B, C, D and E** as identified in the 'Summary of Work'.*

ALTERNATE BID PRICES: The Bidder further proposes that, should the following alternates be accepted and incorporated into the contract, the Base Bid will be altered in the amount listed below, as applicable.

Alternate No. 1: Item F (*A. Shirmer, Jr. [Bees Landing Rec. Ctr.] court repairs*)

Add the sum of \$ _____.

Written: _____

Alternate No. 2: Item G (*Moultrie Playground 1/2-basketball court repairs*)

Add the sum of \$ _____.

Written: _____

Alternate No. 3: Item H (*Deming Playground basketball court repairs*)

Add the sum of \$ _____.

Written: _____

Alternate No. 4: Item I (*Etiwan Park 1/2-basketball court repairs*)

Add the sum of \$ _____.

Written: _____

Alternate No. 5: Item J (*Mitchell Playground basketball court repairs*)

Add the sum of \$ _____.

Written: _____

Alternate No. 6: Item K (*Hazel Parker Playground 1/2-basketball court repairs*)

Add the sum of \$ _____.

Written: _____

Alternate No. 7: Item L (*Harborview / Ft. Johnson Park tennis court repairs*)

Add the sum of \$ _____.

Written: _____

Alternate No. 8: Item M (*Corinne Jones Playground tennis court repairs*)

Add the sum of \$ _____.

Written: _____

Alternate No. 9: Item N (*Corinne Jones Playground basketball court repairs*)

Add the sum of \$_____.

Written: _____

UNIT PRICE WORK: Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

Unit Price No. 1: Item O (Fiberglass crack repairs – 5 SY LOT, Qty TBD)

Add / deduct the sum of \$_____ / per LOT

Written: _____ / LOT

Unit Price No. 2: Item P (ARMOR Crack Repair system – 10 LF LOT, Qty TBD)

Add / deduct the sum of \$_____ / per LOT

Written: _____ / LOT

The Bidder understands that the Owner reserves the right to reject any or all bids and waive any informality in the bidding.

The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder agrees the Base Bid and any awarded Bid Alternates must be completed within 60 calendar days of the Date of Commencement indicated in the Notice to Proceed.

Submitted by:

_____(Signature)

(Name and Title. Please print.)

(Company)

(Address and Phone)

South Carolina General Contractor's License Number: _____

MWBE Compliance Provisions and Instructions

Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND
Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

OR
Affidavit C - Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

The Bidder shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

Name of Company: _____

Signature

Date

Print Name

Title

Witness

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with obtaining required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____
Title: _____

AFFIDAVIT A**Page 2 of 2****City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts**

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Signature: _____

Title: _____

Notary Seal:

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____, I hereby certify that on the _____
(Name of Bidder)
_____, Total Project Amount \$ _____
(Project Name)

I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: _____ % \$ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

**City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.**

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Notary Seal:

City of Charleston
Instructions to Bidders – Short Form

1. RECEIPT AND OPENING OF BIDS

The City of Charleston (the "Owner"), will receive bids for the above project at the Department of Parks until 2:00 p.m. local time, Thursday, September 11, 2014 where they shall be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with these instructions and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time or authorized postponement. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the date of the bid opening.

2. PREPARATION OF BID

Bids must be submitted in writing on the attached City of Charleston Bid Form in whole dollar amounts. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all requested information as part of the submitted bid may be justification to deem the bid non-responsive, resulting in the rejection of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the name of the project for which the bid is submitted and the Contractor's license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Charleston, Department of Parks, 823 Meeting Street, Charleston, SC, 29403.

3. PRE-BID CONFERENCE

~~A (Mandatory/non-mandatory) PRE-BID Conference will be held on (date) at 00:00 A/PM local time at (Location). Only those prospective Bidders that are represented and are listed on the sign-in sheet will be allowed to submit bids.~~

4. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner in a timely manner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner of the Bidder's qualifications to complete the project.

5. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

6. INTENT TO AWARD/EVALUATION OF BID ALTERNATES

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. When bidding documents include Bid Alternates, the Owner shall have the right to award the contract to the apparent low bidder based on ANY COMBINATION of the BASE BID plus Bid Alternates or with no Bid Alternates, unless otherwise specifically provided in the Bid Documents.

The Owner reserves the right to apply these Alternate prices in any combination or order for the overall benefit of the project as defined by the Owner. All requested Alternates must be bid.

7. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the sites and the conditions relating to construction of the project, and to have read and become thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any Bidder to visit the sites or to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid. No oral interpretation of the meaning of the plans, specifications or other pre-bid documents will be made. Requests for clarification should be made in writing to the A/E or Project Manager identified in the Invitation for Construction Bids and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any interpretations, corrections or changes will be issued in the form of written addenda and will be transmitted to all who are known to have received a complete set of bidding documents by telephone, fax or other appropriate means with immediate follow-up with written addenda.

8. MINORITY/WOMEN BUSINESS ENTERPRISE (MBE) PROGRAM

- A. This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBR Manager, 75 Calhoun Street, Charleston SC, 29401, (843) 973-7247.
- B. MWBE Goals: The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this Contract are a 20% combined MBE and WBE participation. These goals will be applied to the overall Contract.
- C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link.
- D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.
- E. The Contractor shall perform the Contract in accordance with the representations made in the Minority/Women-Owned Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

9. LICENSES

The successful Bidder shall obtain a City of Charleston Business License prior to beginning the work of this contract. Bidder must also be licensed under the laws of the State of South Carolina and City of Charleston for the specific category of work to be performed.

END OF INSTRUCTIONS TO BIDDERS

City of Charleston
Short-Form Construction Contract

THIS CONTRACT, dated the ____ day of ____, 2014 is by and between:

the Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC

and

the Contractor: _____

WHEREAS, the Owner requires the construction of the project (the "Project") identified as follows:

Repairs and resurfacing of tennis and basketball courts at various parks in Charleston, SC as outlined in the project specifications for **2014 Tennis & Basketball Court Resurfacing (CP#1402)**. Work to include **BASE BID Items A – E, ADD ALTERNATES (----) in addition to (---) LOTs Fiberglass crack repairs and (---) LOTs ARMOR Crack Repair as identified in the 'Summary of Work'.**

WHEREAS, the Contractor, whose South Carolina professional license is _____, is prepared and qualified to provide such Construction in accordance with Exhibit A;

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract:

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this Contract shall be the date written above or when all parties have signed this Contract, whichever is later.

THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.

THE DATE OF SUBSTANTIAL COMPLETION shall be 60 calendar days after the DATE OF COMMENCEMENT, subject to any adjustment(s) made in accordance with the terms of this Contract.

THE DATE OF FINAL COMPLETION shall be the date that the Scope of Work has been completed and accepted by the Owner.

PAYMENT TO THE CONTRACTOR:

This Contract authorizes a lump sum payment not to exceed \$ _____ (written amount) for services performed and accepted by the Owner in accordance with this Contract after Final Completion. Payment shall be Net 30 days after Final Completion and receipt of an original invoice which is submitted by the Contractor and accepted by the Owner. Faxed and/or copied invoices shall not be accepted.

GENERAL CONDITIONS:

1. The Contract Documents forming this Contract consist of a fully-executed Short Form Construction Contract (this document), the Project Manual, all Project Drawings and Specifications, all Bid Addenda, the Contractor's completed Bid Form, all Change Orders and Change Directives, and all Exhibits to these documents. In the event that a term in the Short Form Construction Contract conflicts with a term in the Contractor's Bid Form, the term contained within the Short Form Construction Contract shall prevail.

2. The Contractor shall prepare Weekly Progress Reports of the Work and submit them to the Owner on a weekly basis. The Owner shall at all times have access to the Project where the Scope of Work is being performed for the purpose of observing or inspecting the work performed by the Contractor. In any case of disagreement concerning any portion of the plans, specifications, work methods, workmanship, or any other matter concerning this Contract, the final decision shall be that of the Owner.

3. The Owner may authorize changes to the Scope of Work. If Owners authorizes changes to the Scope of Work, such changes shall be incorporated into the Scope of Work and made by issuing either a Change Order or a Construction Change Directive to the Contractor, and the Contractor shall perform the changed work promptly.
4. The Contractor shall furnish and pay the cost, including sales tax and other applicable taxes and fees, of all necessary materials, labor, tools, equipment, and supervision, as well as all business insurance, licenses and permits required by the City of Charleston, the State of South Carolina or as required by this Contract to perform the Scope of Work and any amendments thereto.
5. This Contract shall be interpreted pursuant to the laws and statutes of the State of South Carolina and the City of Charleston. The Contractor shall be responsible for compliance with all applicable laws, ordinances, rules and regulations for the duration of this Contract, and shall indemnify the Owner in the event of non-compliance thereof.
6. The Contractor shall be responsible for all construction means, methods, techniques, procedures and safely measures in the performance of the Scope of Work. Before beginning any work, the Contractor shall be responsible for examining the Drawings and Specifications for compliance with applicable laws, ordinances, and regulations, and shall immediately report any discrepancy to the Owner.
7. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of two years from the date of Final Completion.
8. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.
9. The Contractor shall employ only persons skilled in the Scope of Work for which it is to perform, and employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees as well as those of subcontractors and their agents and employees working on behalf of the Contractor. The City may, in writing, require the Contractor to remove from the project any employee the Owner deems incompetent, careless or otherwise objectionable at no additional expense to the Owner. The Contractor shall not subcontract out more than 30% of the total cost of this project.
10. The Contractor must exercise due diligence in protecting the Project and adjacent property. If, in the opinion of the Owner, the Scope of Work is being carried out in a damaging or irresponsible manner, it may terminate this Contract effective immediately upon verbal or written notice to the Contractor at no cost to the Owner.
11. The Owner reserves the right to terminate this Contract when it is in the best interest of the Owner, including but not limited to the non-appropriation of funds. If this Contract is so terminated, the Owner shall provide the Contractor with thirty (30) days written notice of such termination. No costs shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. No damages shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. If the Contractor fails to comply with the terms of this Contract, the Owner shall notify the Contractor in writing with the specific basis regarding such noncompliance. The Owner then reserves the right to terminate this Contract by written notice to the Contractor within thirty (30) days. Contractor shall not be entitled to any costs or damages resulting from a termination for default.
12. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance by the defaulting party with every provision of this Contract.

13. All notices pursuant to this Contract to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to the addresses stated above for the parties.

14. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Date of Commencement. Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner. Cancellation of Contractor's insurance shall be grounds for termination of this Contract. All insurance policies required of the Contractor shall provide that the Owner be named as an additional insured. The Contractor shall procure and maintain at its own expense for the duration of the Contract the following:

a. Contractor's General Public Liability and Property Damage Insurance including vehicle coverage, protecting the Contractor from claims of personal injury, including death, and claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than 1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit for any such property damage, injury or death sustained by two or more persons in any one accident.

b. Workers Compensation Insurance, including occupational disease coverage, for all of the Contractor's employees. In case any work is subcontracted, the Contractor shall require such subcontractors identically to provide Workers Compensation Insurance, including occupational disease coverage for all of the latter's employees, unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract that are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance equal to the Contractor's insurance requirements as set forth herein for the protection of its employees not otherwise protected.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Contract at Charleston, South Carolina.

OWNER: City of Charleston

CONTRACTOR: _____

BY: _____
Joseph P. Riley, Jr.
Mayor

BY: _____
(Signature of Contractor Representative)

(Print or Type Name of Contractor Representative)

ITS: _____

Tentative Schedule

Solicit Bids.....	August 10, 2014
Bids Received.....	September 11, 2014
Capital Projects Review Committee	October 01, 2014
Council Approval.....	October 14, 2014
Issue Notice to Proceed (Anticipated).....	October 16, 2014
Work Begins.....	October 23, 2014
.....60 Day Contract Period.....	
Work Completed (NLT).....	December 23, 2014

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01011 – SUMMARY OF WORK

BASE BID:

The base bid work includes the resurfacing and repairs of both tennis courts and basketball courts at various locations in the City of Charleston. Work includes all associated court preparation, finish work and cleanup as described in the attached specifications and drawings (if indicated). Contractor shall verify all quantities. Below is a summary of the work and locations:

BASE BID ITEMS

ITEM	LOCATION	DESCRIPTION OF WORK	TYPE	QTY.
A	Parkshore Park 1 Windsor Drive Charleston, SC 29407	Court repairs and resurfacing. See Specification A and Drawing 1.	Tennis	2
B	Martin Park 155 Jackson Street Charleston, SC 29403	Court resurfacing. See Specification A and Drawing 2.	Basketball	1
C	Simmons Playground 388 N. Nassau Street Charleston, SC 29403	Court resurfacing. See Specification B.	Basketball	1
D	Alan Fleming tennis complex Johns Island Park 1727 Bozo Lane Johns Island, SC 29455	Court resurfacing on Courts 1 - 4. See Specification A.	Tennis	4
E	Willie Gaines Playground 1820 Taberwood Circle Charleston, SC 29407	Court repairs and resurfacing. Provide & install new goals. See Specification A and Drawing 3.	Basketball	1

ALTERNATE BID WORK:

The alternate bid work includes the resurfacing and repairs of both tennis courts and basketball courts at various locations in the City of Charleston. Work includes all associated court preparation, finish work and cleanup as described in the attached specifications. Contractor shall verify all quantities. Below is a summary of the work and locations:

ADD ALTERNATE ITEMS

ITEM	LOCATION	DESCRIPTION OF WORK	TYPE	QTY.
F	A. Shirmer, Jr. tennis complex Bees Landing Rec. Center 1590 Ashley Gardens Blvd. Charleston, SC 29414	Court repairs - filling pock marks and repairing surface at an area of settlement. See Specification C.	Tennis	10 SF (est.)
G	Moultrie Playground 41 Ashley Ave. Charleston, SC 29401	Court repairs and resurfacing of half-court area only. See Specification B.	Basketball	1/2

H	Deming Playground 1030 Fifth Avenue Charleston, SC 29407	Court repairs and aesthetic resurfacing of 3-point areas. See Specification D and Drawing 4.	Basketball	1
I	Etiwan Park 453 Seven Farms Drive Daniel Island, SC 29492	Court repair of root heaves at SE corner of court – approx. 2 SY. See Specification C and Drawing 5.	Basketball	1/2
J	Mitchell Playground 145 Fishburne St. Charleston, SC 29403	Court repair of small depression & aesthetic resurfacing of 3-point areas. See Spec. D & Drawing 6.	Basketball	1
K	Hazel Parker Playground 70 East Bay St. Charleston, SC 29401	Court repairs and aesthetic resurfacing of 3-point areas. See Specification D and Drawing 7.	Basketball	1/2
L	Harborview / Ft. Johnson Park 625 Harborview Rd Charleston, SC 29412	Court repairs of small delaminated areas & cracks. Approx. 1 SY and 120 LF. See Specification C & Drawing 8.	Tennis	1 SY 120 LF (est.)
M	Corinne Jones Playground 36 Marlow Dr. Charleston, SC 29403	Court repairs of multiple delaminated areas on TENNIS courts. Approx. 300 SF. See Specification C & Drawing 9.	Tennis	300 SF (est.)
N	Corinne Jones Playground 36 Marlow Dr. Charleston, SC 29403	Court repairs of multiple delaminated areas on BASKETBALL courts. Approx. 300 SF. Aesthetic resurfacing of 3-point areas. See Specifications C, D & Drawing 10.	Basketball	1-1/2 300 SF (est.)

UNIT PRICE BID WORK:

The Unit Price bid work includes specific repair methods that may be authorized at any of the above locations based on site conditions. Note that some of the work locations may have these repair methods already included at specific quantities. Work includes all associated materials and additional court preparation as required to install the identified repairs. Price based on the Lots indicated, with work to be authorized in lots (i.e. 4 Lots of Fiberglass crack repairs would equate to 16 – 20 SY of repaired area):

TEM	TYPE OF WORK	DESCRIPTION OF WORK	LOCATION	QTY.
O	Fiberglass crack repairs - <i>REPAIRS MUST BE APPROVED IN ADVANCE BY OWNER.</i>	Resin-coated 20x10 fiberglass mesh embedded in Resurface coats. Provide Manufacturer's info. Price based on LOT of 5 SY installed.	TBD	5 SY LOT
P	ARMOR Crack Repair <i>REPAIRS MUST BE APPROVED IN ADVANCE BY OWNER.</i>	Structural crack repair system. Material substitutions are not allowed. Price based on LOT of 10 LF installed.	TBD	10 LF LOT

END OF SUMMARY OF WORK

SPECIFICATION A

SECTION 02535 – SPORT COURT RESURFACING – Courts in ‘Fair’ condition

PART 1 - GENERAL

1.1 WORK INCLUDES:

- A. Repairs and resurfacing of the Tennis / Basketball Courts as outlined below:
 - a) Clean, scrape and power wash the entire court area.
 - b) Spot patching of cracks, gouges, depressions, delaminated areas, and structural crack repair as required.
 - c) Flood-testing the court surface to verify that low areas that fail the “nickel test” have been addressed.
 - d) Applying specified color coats to all court surfaces; to include two (2) coats of acrylic resurfacer and two (2) finish coats as specified.
 - e) Applying court lines to meet USTA / ASBA requirements; to include one (1) primer / sealer coat and two (2) white textured coats.
 - f) Site clean-up and removal of material containers.

1.2 SUBMITTALS:

- A. Provide manufacturer’s literature and application instructions for all products intended for use, including the structural crack repair methods.
- B. Provide manufacturer’s color chips for approval by Owner.

1.3 QUALITY ASSURANCE:

- A. Employ skilled workmen who are thoroughly trained in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver products to site in sealed and labeled containers.
- B. Store paint materials in shade at a minimum ambient temperature of 50°F and a maximum of 90°F in a ventilated area, and as required by manufacturer’s instructions.

1.5 ENVIRONMENTAL REQUIREMENTS:

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the product manufacturer.
- B. Do not apply materials if rain is forecast within 24 hours of application.
- C. Protect surface from damage from vandalism and/or inappropriate use.

1.6 WARRANTY:

- A. Manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultra-violet rays of the sun, from weather moisture, or from weather temperatures.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Surface coating products specified as a standard of quality are manufactured by:
 - a) Laykold (Advanced Polymer Technology); Harmony PA 16037 (724) 452-1330
 - b) California Products Corporation; Cambridge, MA 02139; 800-225-1141
 - c) Nova Sports USA; Milford MA 01757 (800) 872-6682
 - d) Other products may be substituted "as equal" and are subject to approval by the Owner's Representative.

2.2 MATERIALS:

- A. Patch – crack sealants and/or patch materials to be provided by the same manufacturer of the finish surface.
- B. Fill – 100% acrylic resurfacer mixed with #60 - #80 mesh silica sand per manufacturer's requirements.
- C. Surface Color – 100% acrylic emulsion concentrate color coating mixed with #70 - #100 mesh silica sand per manufacturer's requirements. Color to be match existing court colors (varies by site).
- D. Line Paint – Primer / sealer and 100% textured acrylic marking paint, Bright White in color.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Verify that surface substrate conditions are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect application.
- C. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION:

- A. Clean, scrape, and power wash (min. 2,500 psi) entire court surface as needed to produce a clean surface suitable for the application of new materials.
- B. Remove areas of surface delamination from underlying substrate.
- C. Fill hairline cracks and gouges with appropriate crack filler material as recommended by the manufacturer. Scrape any ridges along edges of existing cracks as required to produce smooth surface prior to patching. Repair structural cracks with approved product following manufacturer's recommendations.
- D. Patch low areas of courts to minimize standing water. Cracks and other fissures that have occurred to the courts over the years may not be totally eliminated by the resurfacing process. If additional measures are required, the contractor shall propose, in writing, his recommendations to the Owner. No additional work shall be performed until approved by the Owner.
- E. Patch nicked, gouged, and surface damaged areas as required to produce a smooth and uniform surface.
- F. Remove and replace any expansion joint material within the court area where needed.

3.3 APPLICATION:

- A. Apply two coats of sand-filled acrylic resurfacer to entire area of each court, using 0.05-0.07 gallons/SY per coat per manufacturer's requirements. Apply second coat perpendicular to the first.
- B. Apply specified squeegee applications of finish coat at the rate of .05 – .07 gallons per square yard for each coat. Follow the manufacturer's mixing instructions and apply the first coat perpendicular to the court and the second coat parallel to the length of the court, on the playing surface. The first coat should be sand filled and the last coat applied without sand.
- C. The color finish courses shall be applied only after patched and repaired areas are thoroughly dry and ground down to an appropriate surface. The color finish material shall be applied so as to form a true, uniform texture and color. Application shall be performed in accordance with manufacturer's instructions; however, material should not be applied when rain is imminent, or when the temperature is below 55°F.
- D. Each coat applied must be inspected and approved by the City's representative before the application of the succeeding coat, otherwise no credit for the coat applied will be given and the work in question shall be recoated without additional expense to the Owner. Notify the City's representative when each coat is ready for inspection.
- E. Prior to the application of the final color coat, the courts shall be flooded and low areas shall be marked. No area depression shall be deeper than the thickness of a U. S. nickel when coin is placed in depressed area. Re-flood courts as necessary to check for drainage. Approval must be obtained prior to proceeding with the final color coat.
- F. Paint court lines in accordance with the following guidelines:
 - 1. All lines shall match the layout of the existing court before resurfacing.
 - 2. Lines are to be primed prior to application of white line paint.
 - 3. Fuzzy or irregular lines edges will not be acceptable.
 - 4. Contractor is responsible for noting the existing line layout before resurfacing.
- F. Newly colored surfaces shall be protected from traffic (foot or motorized) and shall not be subject to traffic for at least 48 hours after surface has thoroughly dried.

END OF SECTION

SPECIFICATION B

SECTION 02535 – SPORT COURT RESURFACING – Courts in ‘Poor’ condition

PART 1 - GENERAL

1.1 WORK INCLUDES:

- B. Repairs and resurfacing of the Tennis / Basketball Courts as outlined below:
 - a) Clean, scrape and power grind the entire court area prior to power washing.
 - b) Spot patching of cracks, gouges, depressions, delaminated areas, and structural crack repair as required.
 - c) Flood-testing the court surface to verify that low areas that fail the “nickel test” have been addressed.
 - d) Applying specified color coats to all court surfaces; to include two (2) coats of acrylic resurfacer and two (2) finish coats as specified.
 - e) Applying court lines to meet USTA / ASBA requirements; to include one (1) primer / sealer coat and two (2) white textured coats.
 - f) Site clean-up and removal of material containers.

1.2 SUBMITTALS:

- A. Provide manufacturer’s literature and application instructions for all products intended for use, including the structural crack repair methods.
- B. Provide manufacturer’s color chips for approval by Owner.

1.3 QUALITY ASSURANCE:

- A. Employ skilled workmen who are thoroughly trained in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver products to site in sealed and labeled containers.
- B. Store paint materials in shade at a minimum ambient temperature of 50°F and a maximum of 90°F in a ventilated area, and as required by manufacturer’s instructions.

1.5 ENVIRONMENTAL REQUIREMENTS:

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the product manufacturer.
- B. Do not apply materials if rain is forecast within 24 hours of application.
- C. Protect surface from damage from vandalism and/or inappropriate use.

1.6 WARRANTY:

- A. Manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultra-violet rays of the sun, from weather moisture, or from weather temperatures.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Surface coating products specified as a standard of quality are manufactured by:
 - a. Laykold (Advanced Polymer Technology); Harmony PA 16037 (724) 452-1330
 - b. California Products Corporation; Cambridge, MA 02139; 800-225-1141
 - c. Nova Sports USA; Milford MA 01757 (800) 872-6682
 - d. Other products may be substituted "as equal" and are subject to approval by the Owner's Representative.

2.2 MATERIALS:

- A. Patch – crack sealants and/or patch materials to be provided by the same manufacturer of the finish surface.
- B. Fill – 100% acrylic resurfacer mixed with #60 - #80 mesh silica sand per manufacturer's requirements.
- C. Surface Color – 100% acrylic emulsion concentrate color coating mixed with #70 - #100 mesh silica sand per manufacturer's requirements. Color to be match existing court colors (varies by site).
- D. Line Paint – Primer / sealer and 100% textured acrylic marking paint, Bright White in color.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Verify that surface substrate conditions are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect application.
- C. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION:

- A. Clean, scrape, power grind and power wash (min. 2,500 psi) entire court surface as needed to produce a clean surface suitable for the application of new materials.
- B. Remove areas of surface delamination from underlying substrate.
- C. Fill hairline cracks and gouges with appropriate crack filler material as recommended by the manufacturer. Scrape any ridges along edges of existing cracks as required to produce smooth surface prior to patching. Repair structural cracks with approved product following manufacturer's recommendations.
- D. Patch low areas of courts to minimize standing water. Cracks and other fissures that have occurred to the courts over the years may not be totally eliminated by the resurfacing process. If additional measures are required, the contractor shall propose, in writing, his recommendations to the Owner. No additional work shall be performed until approved by the Owner.
- E. Patch nicked, gouged, and surface damaged areas as required to produce a smooth and uniform surface.
- F. Remove and replace any expansion joint material within the court area where needed.

3.3 APPLICATION:

- A. Apply two coats of sand-filled acrylic resurfacer to entire area of each court, using 0.05-0.07 gallons/SY per coat per manufacturer's requirements. Apply second coat perpendicular to the first.
- B. Apply specified squeegee applications of finish coat at the rate of .05 – .07 gallons per square yard for each coat. Follow the manufacturer's mixing instructions and apply the first coat perpendicular to the court and the second coat parallel to the length of the court, on the playing surface. The first coat should be sand filled and the last coat applied without sand.
- C. The color finish courses shall be applied only after patched and repaired areas are thoroughly dry and ground down to an appropriate surface. The color finish material shall be applied so as to form a true, uniform texture and color. Application shall be performed in accordance with manufacturer's instructions; however, material should not be applied when rain is imminent, or when the temperature is below 55°F.
- D. Each coat applied must be inspected and approved by the City's representative before the application of the succeeding coat, otherwise no credit for the coat applied will be given and the work in question shall be recoated without additional expense to the Owner. Notify the City's representative when each coat is ready for inspection.
- E. Prior to the application of the final color coat, the courts shall be flooded and low areas shall be marked. No area depression shall be deeper than the thickness of a U. S. nickel when coin is placed in depressed area. Re-flood courts as necessary to check for drainage. Approval must be obtained prior to proceeding with the final color coat.
- F. Paint court lines in accordance with the following guidelines:
 - 1. All lines shall match the layout of the existing court before resurfacing.
 - 2. Lines are to be primed prior to application of white line paint.
 - 3. Fuzzy or irregular lines edges will not be acceptable.
 - 4. Contractor is responsible for noting the existing line layout before resurfacing.
- G. Newly colored surfaces shall be protected from traffic (foot or motorized) and shall not be subject to traffic for at least 48 hours after surface has thoroughly dried.

END OF SECTION

SPECIFICATION C

SECTION 02535 – SPORT COURT RESURFACING – Isolated repairs of delaminated and / or damaged areas.

PART 1 - GENERAL

1.1 WORK INCLUDES:

- C. Repairs and resurfacing of the Tennis /Basketball Courts as outlined below:
 - a) Clean, scrape and power wash the affected court areas.
 - b) Spot patching of cracks, gouges, depressions, delaminated areas, and structural crack repair as required.
 - c) Applying specified color coats to affected court surfaces; to include acrylic resurfacer and finish coats as required to effect the repair.
 - d) Applying court lines to meet USTA / ASBA requirements; to include one (1) primer / sealer coat and two (2) white textured coats.
 - e) Site clean up and removal of material containers.

1.2 SUBMITTALS:

- A. Provide manufacturer's literature and application instructions for all products intended for use, including the structural crack repair methods.
- B. Provide manufacturer's color chips for approval by Owner.

1.3 QUALITY ASSURANCE:

- A. Employ skilled workmen who are thoroughly trained in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver products to site in sealed and labeled containers.
- B. Store paint materials in shade at a minimum ambient temperature of 50°F and a maximum of 90°F in a ventilated area, and as required by manufacturer's instructions.

1.5 ENVIRONMENTAL REQUIREMENTS:

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the product manufacturer.
- B. Do not apply materials if rain is forecast within 24 hours of application.
- C. Protect surface from damage from vandalism and/or inappropriate use.

1.6 WARRANTY:

- A. Manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultra-violet rays of the sun, from weather moisture, or from weather temperatures.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Surface coating products specified as a standard of quality are manufactured by:
 - a. Laykold (Advanced Polymer Technology); Harmony PA 16037 (724) 452-1330
 - b. California Products Corporation; Cambridge, MA 02139; 800-225-1141
 - c. Nova Sports USA; Milford MA 01757 (800) 872-6682
 - d. Other products may be substituted "as equal" and are subject to approval by the Owner's Representative.

2.2 MATERIALS:

- A. Patch – crack sealants and/or patch materials to be provided by the same manufacturer of the finish surface.
- B. Fill – 100% acrylic resurfacer mixed with #60 - #80 mesh silica sand per manufacturer's requirements.
- C. Surface Color – 100% acrylic emulsion concentrate color coating mixed with #70 - #100 mesh silica sand per manufacturer's requirements. Color to be match existing court colors (varies by site).
- D. Line Paint – Primer / sealer and 100% textured acrylic marking paint, Bright White in color.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Verify that surface substrate conditions are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect application.
- C. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION:

- A. Clean, scrape, and power wash (min. 2,500 psi) affected court surface as needed to produce a clean surface suitable for the application of new materials.
- B. Remove areas of surface delamination from underlying substrate.
- C. Fill hairline cracks and gouges with appropriate crack filler material as recommended by the manufacturer. Scrape any ridges along edges of existing cracks as required to produce smooth surface prior to patching. Repair structural cracks with approved product following manufacturer's recommendations.
- D. Patch low areas of courts to minimize standing water. Cracks and other fissures that have occurred to the courts over the years may not be totally eliminated by the resurfacing process. If additional measures are required, the contractor shall propose, in writing, his recommendations to the Owner. No additional work shall be performed until approved by the Owner.
- E. Patch nicked, gouged, and surface damaged areas as required to produce a smooth and uniform surface.
- F. Remove and replace any expansion joint material within the court area where needed.

3.3 APPLICATION:

- A. Apply sand-filled acrylic resurfacer as needed to affected area of each court, using 0.05-0.07 gallons/SY per coat per manufacturer's requirements.
- B. Apply specified squeegee applications of finish coat at the rate of .05 – .07 gallons per square yard for each coat. Follow the manufacturer's mixing instructions and apply the first coat perpendicular to the court and the second coat parallel to the length of the court, on the playing surface. The first coat should be sand filled and the last coat applied without sand.
- C. The color finish courses shall be applied only after patched and repaired areas are thoroughly dry and ground down to an appropriate surface. The color finish material shall be applied so as to form a true, uniform texture and color. Application shall be performed in accordance with manufacturer's instructions; however, material should not be applied when rain is imminent, or when the temperature is below 55°F.
- D. Each coat applied must be inspected and approved by the City's representative before the application of the succeeding coat, otherwise no credit for the coat applied will be given and the work in question shall be recoated without additional expense to the Owner. Notify the City's representative when each coat is ready for inspection.
- E. Prior to the application of the final color coat, the courts shall be flooded and low areas shall be marked. No area depression shall be deeper than the thickness of a U. S. nickel when coin is placed in depressed area. Re-flood courts as necessary to check for drainage. Approval must be obtained prior to proceeding with the final color coat.
- F. Paint court lines in accordance with the following guidelines:
 - i. All lines shall match the layout of the existing court before resurfacing.
 - ii. Lines are to be primed prior to application of white line paint.
 - iii. Fuzzy or irregular lines edges will not be acceptable.
 - iv. Contractor is responsible for noting the existing line layout before resurfacing.
- G. Newly colored surfaces shall be protected from traffic (foot or motorized) and shall not be subject to traffic for at least 48 hours after surface has thoroughly dried.

END OF SECTION

SPECIFICATION D

SECTION 02535 – SPORT COURT RESURFACING – Aesthetic applications of color coat in worn areas

PART 1 - GENERAL

1.1 WORK INCLUDES:

- A. Repairs and resurfacing of the Tennis / Basketball Courts as outlined below:
 - a) Clean, scrape and power wash the entire court area.
 - b) Spot patching of cracks, gouges, depressions, delaminated areas, and structural crack repair as required.
 - c) Applying specified color coats to all court surfaces; to include two (2) finish coats as specified.
 - d) Applying court lines to meet USTA / ASBA requirements; to include one (1) primer / sealer coat and two (2) white textured coats.
 - e) Site clean-up and removal of material containers.

1.2 SUBMITTALS:

- A. Provide manufacturer's literature and application instructions for all products intended for use, including the structural crack repair methods.
- B. Provide manufacturer's color chips for approval by Owner.

1.3 QUALITY ASSURANCE:

- A. Employ skilled workmen who are thoroughly trained in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver products to site in sealed and labeled containers.
- B. Store paint materials in shade at a minimum ambient temperature of 50°F and a maximum of 90°F in a ventilated area, and as required by manufacturer's instructions.

1.5 ENVIRONMENTAL REQUIREMENTS:

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the product manufacturer.
- B. Do not apply materials if rain is forecast within 24 hours of application.
- C. Protect surface from damage from vandalism and/or inappropriate use.

1.6 WARRANTY:

- A. Manufacturer shall guarantee the material for one year from date of finished application against chalking, checking, fading, discoloration, or other adverse effects from ultra-violet rays of the sun, from weather moisture, or from weather temperatures.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Surface coating products specified as a standard of quality are manufactured by:
 - a. Laykold (Advanced Polymer Technology); Harmony PA 16037 (724) 452-1330
 - b. California Products Corporation; Cambridge, MA 02139; 800-225-1141
 - c. Nova Sports USA; Milford MA 01757 (800) 872-6682
 - d. Other products may be substituted "as equal" and are subject to approval by the Owner's Representative.

2.2 MATERIALS:

- A. Surface Color – 100% acrylic emulsion concentrate color coating mixed with #70 - #100 mesh silica sand per manufacturer's requirements. Color to be match existing court colors (varies by site).
- B. Line Paint – Primer / sealer and 100% textured acrylic marking paint, Bright White in color.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Verify that surface substrate conditions are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect application.
- C. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION:

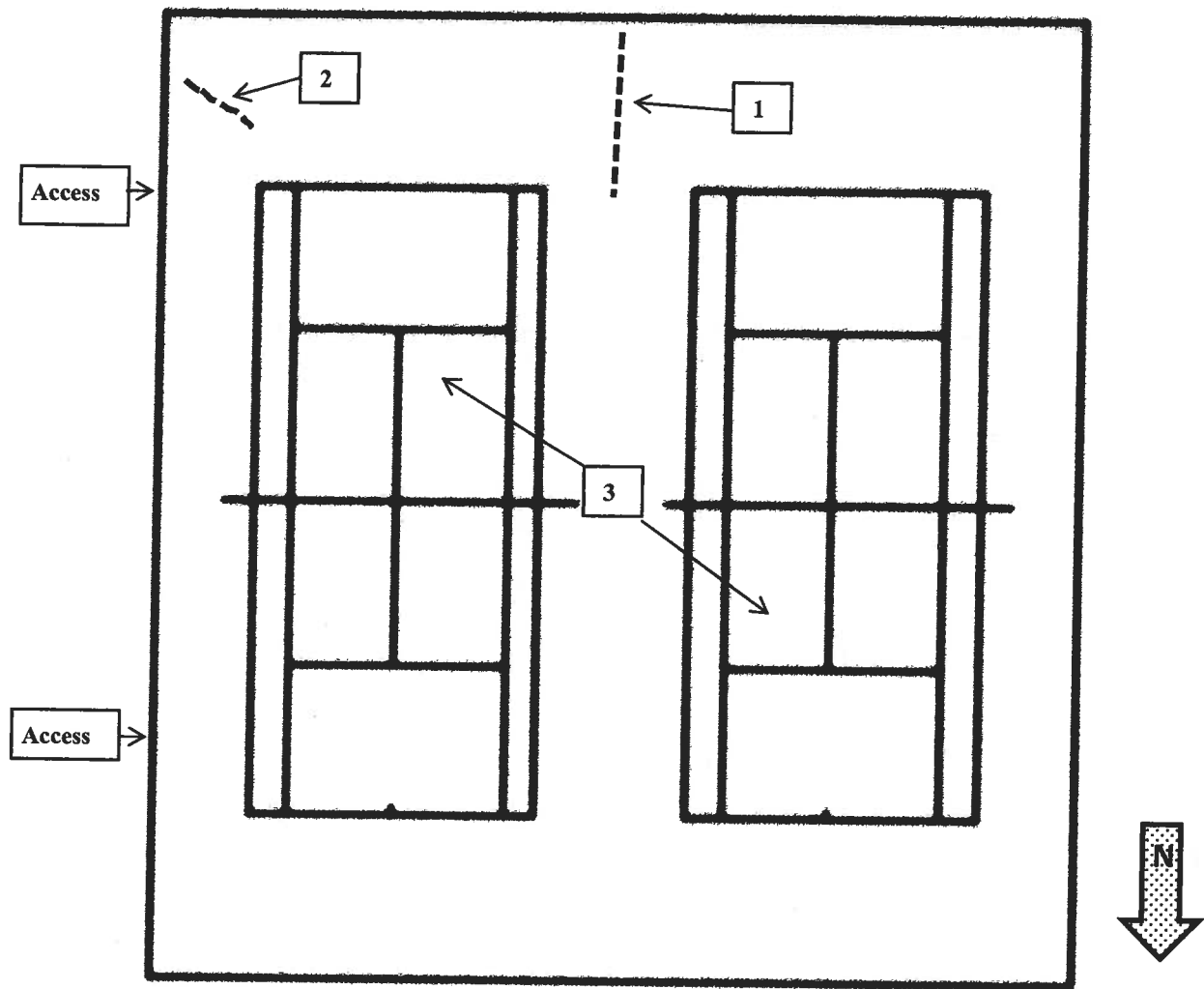
- A. Clean, scrape, and power wash (min. 2,500 psi) affected court surface as needed to produce a clean surface suitable for the application of new materials.
- B. Remove areas of surface delamination from underlying substrate.
- C. Fill hairline cracks and gouges with appropriate crack filler material as recommended by the manufacturer. Scrape any ridges along edges of existing cracks as required to produce smooth surface prior to patching. Repair structural cracks with approved product following manufacturer's recommendations.
- D. Patch nicked, gouged, and surface damaged areas as required to produce a smooth and uniform surface.

3.3 APPLICATION:

- A. Apply two coats of specified squeegee applications of finish coat at the rate of .05 – .07 gallons per square yard for each coat. Follow the manufacturer's mixing instructions and apply the first coat perpendicular to the court and the second coat parallel to the length of the court, on the playing surface. The first coat should be sand filled and the last coat applied without sand.
- B. The color finish courses shall be applied only after patched and repaired areas are thoroughly dry and ground down to an appropriate surface. The color finish material shall be applied so as to form a true, uniform texture and color. Application shall be

- performed in accordance with manufacturer's instructions; however, material should not be applied when rain is imminent, or when the temperature is below 55°F.
- C. Each coat applied must be inspected and approved by the City's representative before the application of the succeeding coat, otherwise no credit for the coat applied will be given and the work in question shall be recoated without additional expense to the Owner. Notify the City's representative when each coat is ready for inspection.
 - D. Paint court lines in accordance with the following guidelines:
 - a. All lines shall match the layout of the existing court before resurfacing.
 - b. Lines are to be primed prior to application of white line paint.
 - c. Fuzzy or irregular lines edges will not be acceptable.
 - d. Contractor is responsible for noting the existing line layout before resurfacing.
 - E. Newly colored surfaces shall be protected from traffic (foot or motorized) and shall not be subject to traffic for at least 48 hours after surface has thoroughly dried.

END OF SECTION



REQUIREMENTS:

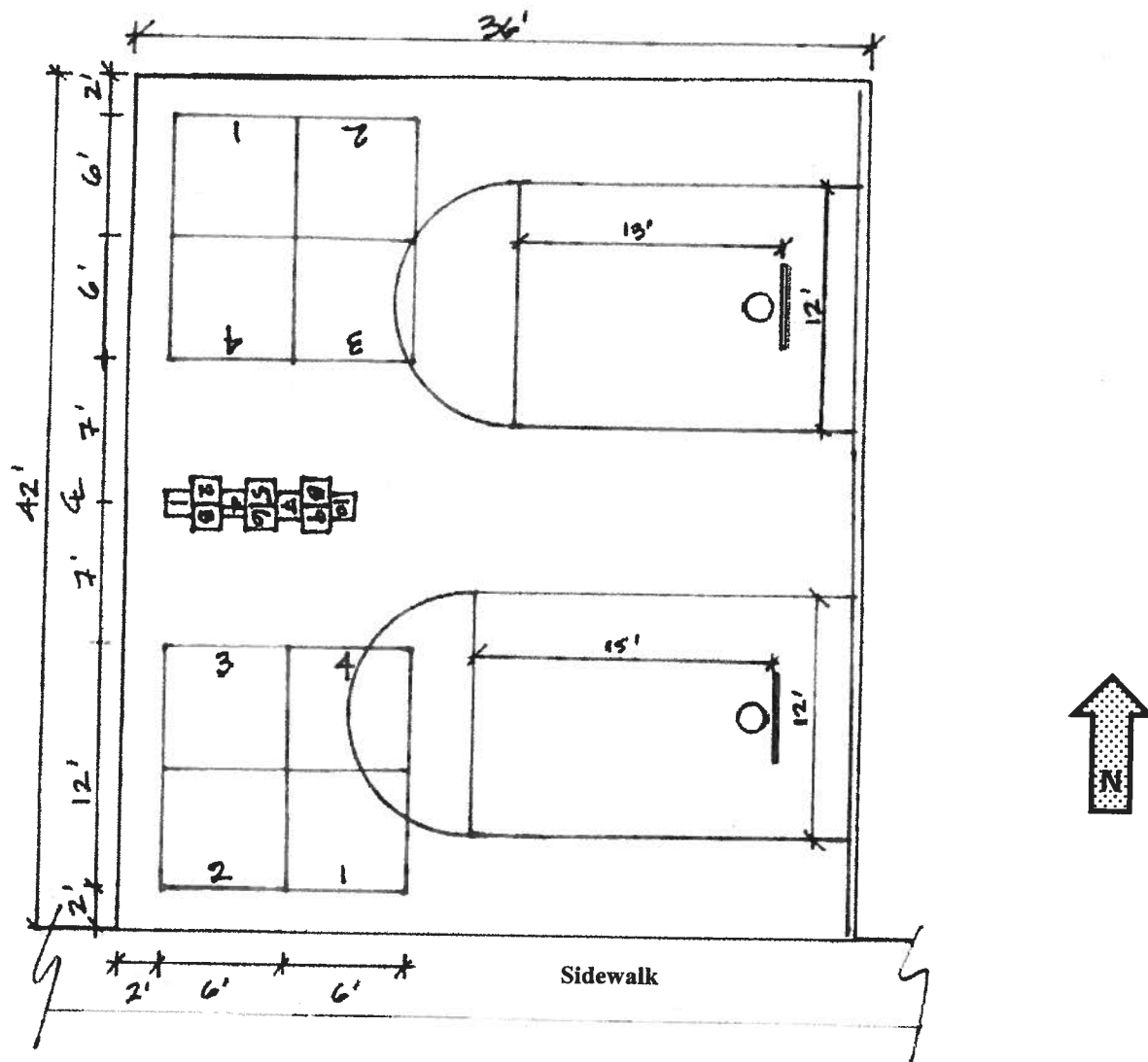
1. Patch root heave between courts. Includes removal and replacement of material as required. Overlay patched area with 5 SY fiberglass mesh.
2. Repair heaved crack by removal / replacement of material as required. Overlay patched area with 5 SY fiberglass mesh.
3. Prepare and resurface courts per specifications. Match the existing color scheme (DARK GREEN court, GREEN margin).

NOTE: Print in color for best clarity.

PARKSHORE PARK (ITEM A)
Tennis Court Repair / Resurfacing

Not to Scale

DRAWING 1

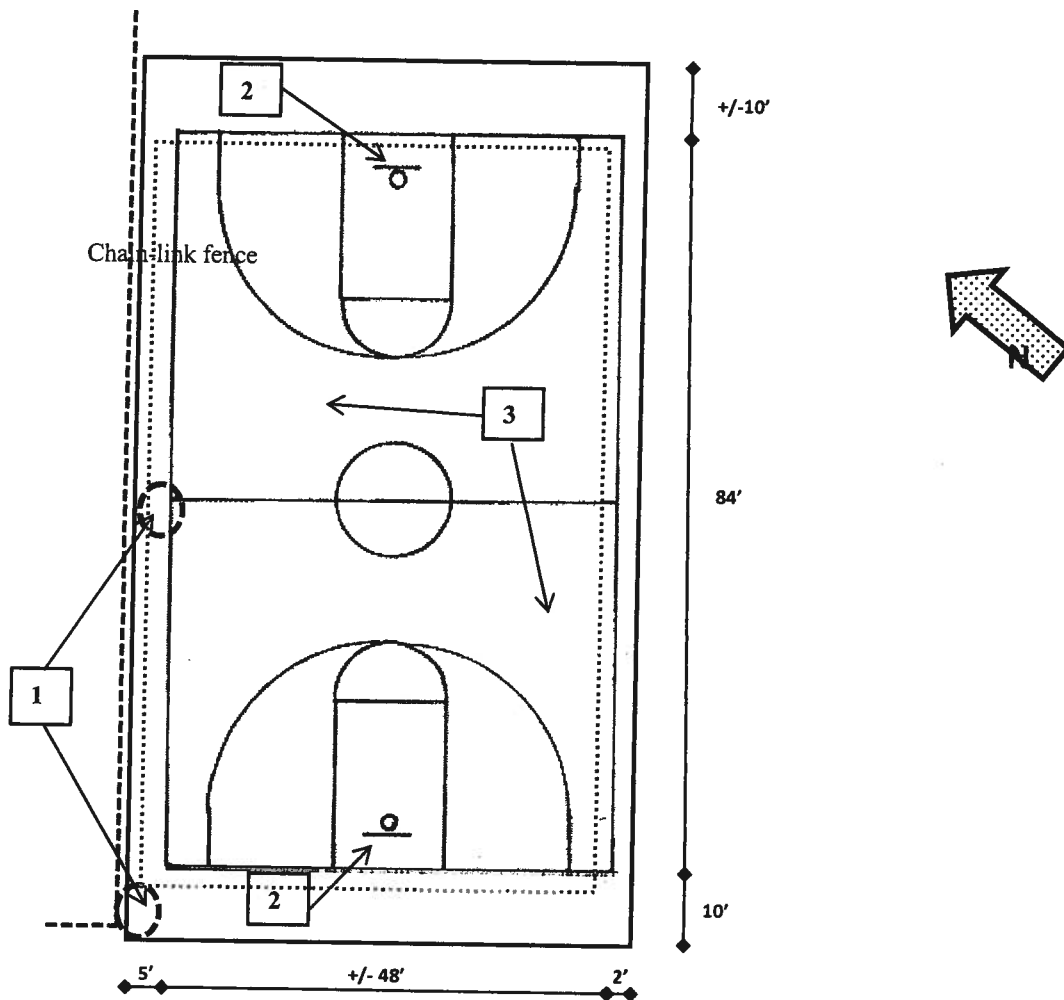


REQUIREMENTS:

1. Prepare and coat court per specification. Dark green surface.
2. Layout free-throw keys as shown, with shorter goal having smaller offset.
3. Four-Square layouts are 6' squares (12' total). Hopscotch squares are 16". Align West edge of Four-Square and bottom of Hopscotch.
4. Free-throw keys, baseline on East edge, and all numbers to be WHITE (shown in *BLUE* above). Four-Square and Hopscotch lines to be LIGHT GREEN (shown in *GREEN* above).

NOTE: Print in color for best clarity.

MARTIN PARK (ITEM B)
Basketball Court Repair / Resurfacing
Not to Scale
DRAWING 2



REQUIREMENTS

1. Repair large depressions in asphalt surface with hot mix asphalt. Remove existing color coating prior and provide tack coating prior to asphalt. Allow new asphalt to cure properly prior to resurfacing.
2. Remove existing goalposts, backboards & rims (posts may be cut off min. 1" below surface). Provide and install two complete **Bison BA780** goalposts, backboards, and rims (kit PR77) per manufacturer's requirement. *Note that the new goalposts are not being installed in the same location. Mark location & receive approval before proceeding.* Patch old goalpost locations and around new goalposts with hot mix asphalt. Allow patch to cure prior to coating.
3. Prepare and resurface court per specification, matching existing RED / BLUE color scheme. *Note that the new layout is shifted from the existing layout – approx. existing court perimeter shown in light blue dashed line for reference.*

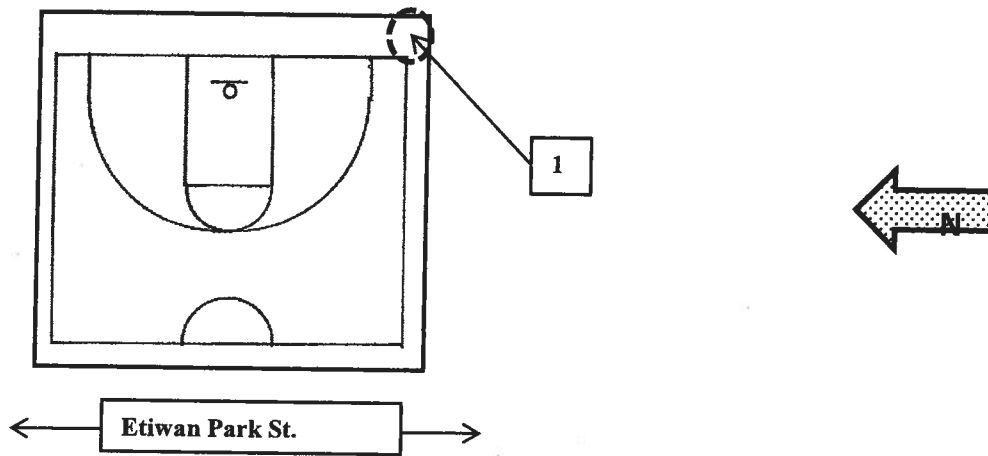
NOTE: Print in color for best clarity.

PARKSHORE PARK (ITEM E)

Tennis Court Repair / Resurfacing

Not to Scale

DRAWING 3



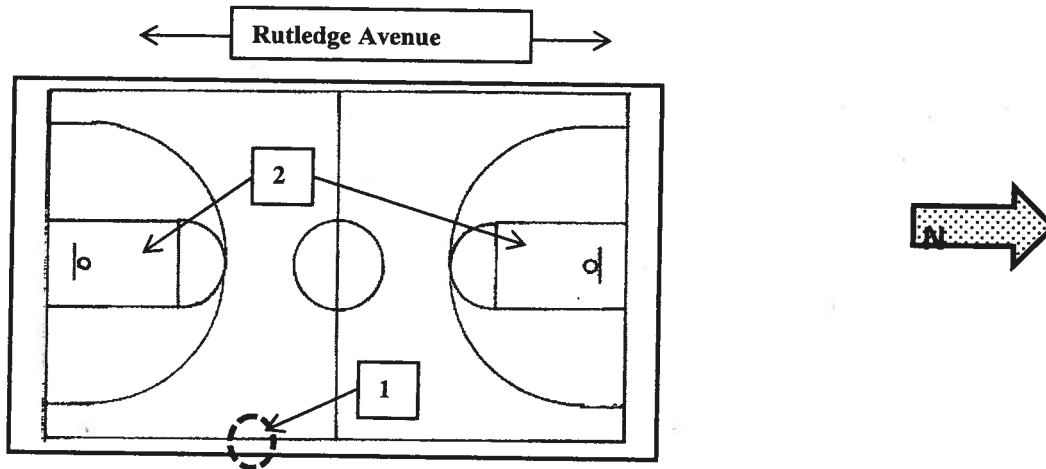
REQUIREMENTS

1. Repair multiple root heaves at this location. Match existing DARK GREEN color. Approx. 2 SY total area.

ETIWAN PARK (ITEM I)
Basketball Court Repair

Not to Scale

DRAWING 5



REQUIREMENTS

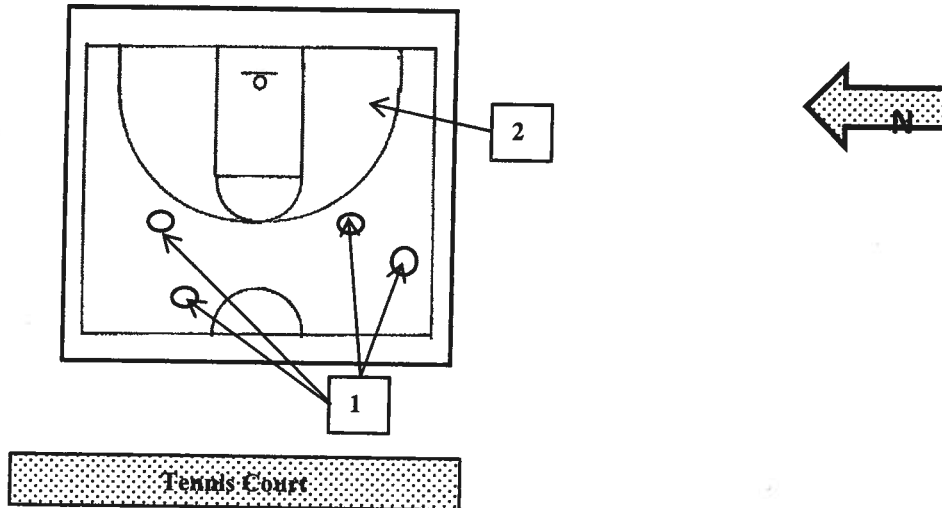
1. Repair depression at this location. Match existing RED color. Approx. 2 SF total area.
2. Prepare and resurface BLUE 3-Point area. Note that on this court the blue extends to the edge of pavement – approx. 14 SY more than typical courts.

NOTE: Print in color for best clarity.

MITCHELL PLAYGROUND (ITEM J)
Basketball Court Repair / Resurfacing

Not to Scale

DRAWING 6



REQUIREMENTS

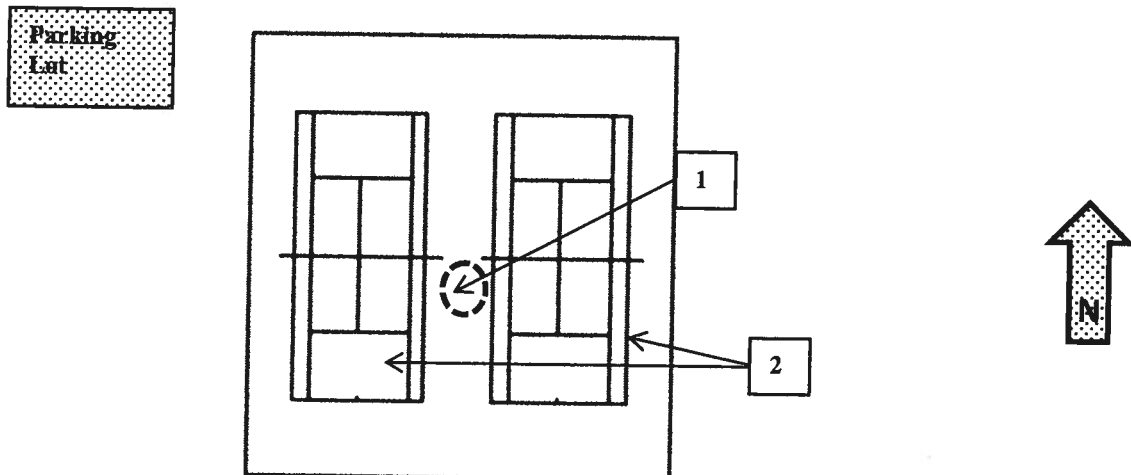
1. Prepare and resurface four circles with BLUE.
2. Prepare and resurface entire 3-Point area with BLUE (currently only Key area is blue).

HAZEL PARKER PLAYGROUND (ITEM K)

Basketball Court Repair

Not to Scale

DRAWING 7



REQUIREMENTS

1. Repair delaminated area. Approx. 1 SY GREEN.
2. Fill multiple linear cracks with color-matched crack sealant (GREEN and DARK GREEN). Approx. 150 LF.

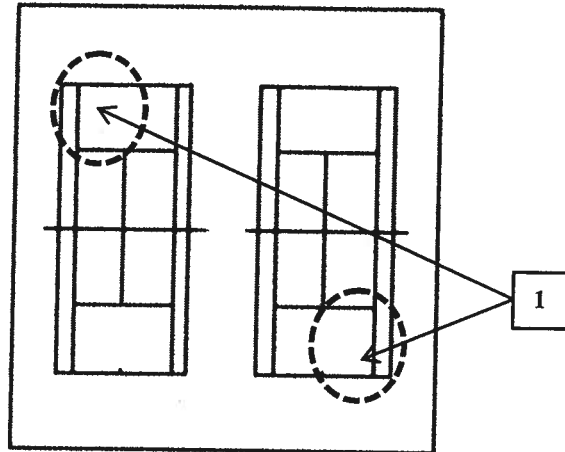
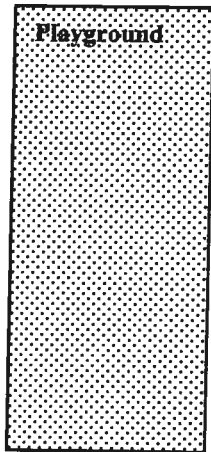
NOTE: Print in color for best clarity.

HARBORVIEW / FT. JOHNSON PARK (ITEM L)

Tennis Court Repair

Not to Scale

DRAWING 8



NOTE: The intent of the work on these tennis courts is to remove the immediate hazards associated with loose / delaminating surfacing. This is not a full resurfacing.

REQUIREMENTS

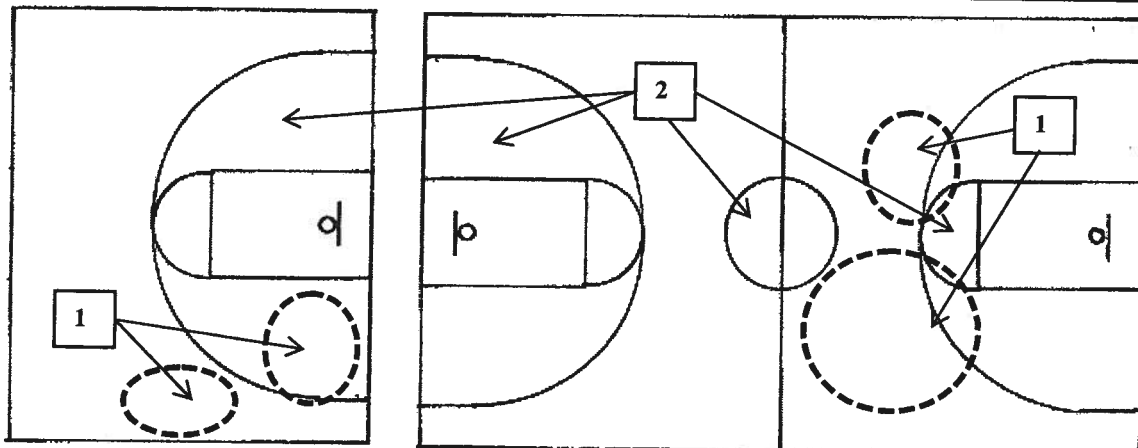
1. Scrape loose surfacing from court and gently clean remaining surface. Prepare and coat areas with old lines with a single color coat to obscure lines. *No crack repair is included in this work. **SITE VISIT STRONGLY SUGGESTED.***

CORINNE JONES PLAYGROUND (ITEM I)

Tennis Court Repair

Not to Scale

DRAWING 9



REQUIREMENTS

1. Scrape loose surfacing from court and gently clean remaining surface. Patch affected areas with matching color. *No crack repair is included in this work. **SITE VISIT STRONGLY SUGGESTED.***
2. Prepare and resurface BLUE 3-point areas and center circle.

NOTE: Print in color for best clarity.

CORINNE JONES PLAYGROUND (ITEM I)

Tennis Court Repair

Not to Scale

DRAWING 10

COMMITTEE / COUNCIL AGENDA

10

TO: **Joseph P. Riley, Jr., Mayor**

FROM: **Stephen A. Bedard** DEPT. **BRFC**

SUBJECT: **HEALTHCARE BUDGET FOR 2014**

REQUEST: **APPROVAL OF THE BLUE CROSS/BLUE SHIELD TPA ADMINISTRATIVE CONTRACT,
HCC STOP LOSS POLICY AND ALL HEALTHCARE COSTS**

COMMITTEE OF COUNCIL: **Ways & Means** DATE: **October 14, 2014**

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporation Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Has Seen and approved</i>	<input checked="" type="checkbox"/>
Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>JYL</i>	<input checked="" type="checkbox"/>
Procurement	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept./Div _____ Account #: **181000 51200**

Balance in Account _____ Amount needed for this item **\$19,231,169**

NEED: Identify any critical time constraint(s).

CFO's Signature: *Amy Wharton*

FISCAL IMPACT:

The healthcare expenditures and premiums will be included in the 2015 budget. The city will offer only one plan design for employees and will continue to offer a non-tobacco user discount for the healthcare premiums.

Mayor's Signature: _____

Joseph P. Riley, Jr.
Joseph P. Riley, Jr., Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 AM THE DAY OF THE CLERK'S AGENDA MEETING.

**City of Charleston
Healthcare Budget**

	2013		2014		2015		
	Current Enrollment	Budget 1638	Budget 1641	Budget 1641	Budget 1670		
Medical and dental costs	15,461,679	15,481,490	16,222,301	19,088,138			
plan and admin changes	(151,500)	-	(140,000)				
Administration costs	1,669,301	1,718,573	1,768,337				See recommended changes
HRA contribution	1,093,500	1,110,000	1,237,500				Increase in stop loss fee due to AHA plan enhancements
Non-selection incentive	(46,800)	(78,000)	na				
Flexible Spending Administration	12,000	15,000	15,000				
COBRA Administration	7,800	9,043	-				Assume 250 participants
Wellness Program	45,000	43,000	50,000				Paid by AON in 2015
Exercise Program		7,900	14,000				Includes health fair (\$3k) and gym reimbursement (\$47k)
Diabetes Program			12,000				Net costs: 4 exercise classes and 1 yoga class a week
Flu Shots	(221,800)	(221,800)	(221,800)				115 participants (per ROI report)
Other Wellness Programs	12,000	12,000	12,000				\$20 per shot for 600 people
Well Check program	10,000	10,000	10,000				Stress program, mammograms, testing supplies, etc.
Weight Loss Program	61,500	70,000	72,250				HRA Well-check program
Firefighters Mental Health coverage	5,000	4,000	4,000				All in for Ten weight contest
Affordable Healthcare Act Reinsurance fee (due 1/15/XX)	7,500	-	35,000				
Affordable Healthcare Act PCORI fee (due 7/31/XX)		205,065	145,420				
		6,510	7,161				
	<u>17,970,180</u>	<u>18,392,782</u>	<u>422,602</u>	<u>19,231,169</u>	<u>838,388</u>	<u>4.6%</u>	
Cost per enrollee	10.971	11.208		11,516		2.7%	
				11,516			
Estimated Contributions							
Employees	3,205,387	3,237,120	3,370,828				See summary for 2015 premiums
Retirees	853,625	755,792	785,994				Retiree rate CPI adjustment at 2%
Museum	302,817	231,451	208,103				100% of costs/50% of HRA
Cobra	150,324	77,458	6,987				102% of costs
	<u>4,512,152</u>	<u>4,301,821</u>	<u>4,371,922</u>				
	<u>25.1%</u>	<u>23%</u>	<u>23%</u>				
Net Budgeted Cost	<u>13,458,028</u>	<u>14,090,960</u>	<u>14,859,248</u>				
		\$ 632,933	\$ 768,287				Increase

NOTES:

See recommended changes
Increase in stop loss fee due to AHA plan enhancements

Assume 250 participants
Paid by AON in 2015
Includes health fair (\$3k) and gym reimbursement (\$47k)
Net costs: 4 exercise classes and 1 yoga class a week
115 participants (per ROI report)
\$20 per shot for 600 people
Stress program, mammograms, testing supplies, etc.
HRA Well-check program
All in for Ten weight contest

City of Charleston
2015 Budget Year

Plan Design Change Requirements due to Affordable Healthcare Act:

Part-time employees over 30 hours	Included in overall	230,000	Add 20 people for part time
Add smoking cessation drugs at 100%	Included in overall	1,800	
		<u>231,800</u>	
Change to co-pay from co-insurance		(140,000)	
Combine medical max to \$5000/8500		-	
Stop Loss Insurance change	Included in admin	(45,000)	
		<u>(185,000)</u>	
		<u>46,800</u>	

Fees Due for 2015 due to Affordable Healthcare Act:

Affordable Healthcare Act Reinsurance fee (due Jan 15, 2016)	\$ 145,420
Affordable Healthcare Act PCORI fee (due July 31, 2015)	\$ 7,161

Premium changes recommendations:

See 2015 premium schedule
 Increase the city defined contribution to retiree healthcare by 2%
 Museum employees pay 100% of costs plus 50% of HRA contribution amount
 Cobra participants pay 102%

\$2 per covered enrollee (increased by medical inflation)
 assumed by 10%

City of Charleston, SC Employee Bi-weekly Rates

	2014 Rate	Increase	2015 Rate	% Increase	Annual Contribution	Total Annual Contribution
Medical Premiums						
<u>HRA Rates</u>						
Employee	34.14	3.41	37.55	46%	976.40	152,319
Employee + Spouse	141.25	14.13	155.38	39%	4,039.75	157,550
Employee + Children	107.10	10.71	117.81	41%	3,063.06	113,333
Family	170.10	17.01	187.11	38%	4,864.86	355,135
<u>HRA Rates with a non-smoker discount</u>						
Employee	25.25	0.51	25.76	2.0%	669.70	417,890
Employee + Spouse	109.67	2.19	111.87	2.0%	2,908.51	453,728
Employee + Children	82.00	1.64	83.64	2.0%	2,174.64	321,847
Family	132.50	2.65	135.15	2.0%	3,513.90	1,026,059
						<u>2,997,862</u>
Dental Premiums						
Employee	3.47		3.47	0.0%	90.22	70,372
Employee + Spouse	15.02		15.02	0.0%	390.52	76,151
Employee + Children	11.13		11.13	0.0%	289.38	53,535
Family	18.22		18.22	0.0%	473.72	172,908
						<u>372,966</u>
						<u>3,370,828</u>

City of Charleston

Enrollee's Cost Share - 2015

PPO PLAN

Calculated assuming monthly premiums

Enrollee	+ Spouse	+ Children	+ Family
Medical Cobra rate	612.17	1,418.68	1,679.24
Dental Cobra rate	29.07	54.42	84.20
	641.24	1,473.10	1,763.44

City's retiree medical contribution

399.71 879.00 640.57 880.93

Increased 2%

Base Retiree Rates

Medical
Dental

224.69 29.65 568.06 55.51 552.70 61.95 831.90 85.88

Includes 2% admin fee
Includes 2% admin fee

Total 2015 Monthly Cost

254.34 623.56 614.65 917.78

2014 Premiums
Monthly increase

249.17 5.17 610.46 13.10 602.57 12.08 899.63 18.15

Retirees

Medical
Dental

85	30	10	20
90	45	5	20
261,210	234,475	70,041	220,268

145 July 2014 enrollment
160 July 2014 enrollment

Retiree Contributions

785,994

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to Administrative Services Agreement ("Amendment") amends the Administrative Services Agreement ("Agreement"), effective January 1, 2013 entered into between City of Charleston ("Purchaser") and Blue Cross and Blue Shield of South Carolina ("BCBSSC"). This Amendment is effective January 1, 2015.

WHEREAS, Purchaser and BCBSSC have entered into the Agreement (as amended from time to time) whereby BCBSSC provides certain Services for Purchaser; and

WHEREAS, Purchaser and BCBSSC desire to enter into this Amendment to the Agreement.

NOW, THEREFORE, Purchaser and BCBSSC hereby agree that the Agreement is hereby amended:

by deleting Schedule A in its entirety and replacing it with the attached Schedule A, "Effective Date: (Contract Year) of this Schedule A: January 1, 2015 through December 31, 2015"; and

by deleting Exhibit B in its entirety.

EXCEPT as otherwise set further herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, BCBSSC and Purchaser have caused their names to be signed hereto by their respective officers.

**BLUE CROSS AND BLUE SHIELD
OF SOUTH CAROLINA**

An Independent Licensee of the Blue Cross
and Blue Shield Association

By: 

Title: President
Blue Cross and Blue Shield Division

PURCHASER

By: _____

Witness _____

Its: _____

(Signature and Title)

Date _____

Blue Cross and Blue Shield of South Carolina
Schedule A

Purchaser Name: City of Charleston

Purchaser Base Number (s): 03-57596

Effective Date: (Contract Year) of this Schedule A: January 1, 2015 through December 31, 2015

Administrative Charges:	<p>\$29.85 per Employee per month (PEPM)</p> <p>\$32.55 per Employee per month (PEPM) (January 1, 2016 through December 31, 2016)</p> <p>\$34.50 per Employee per month (PEPM) (January 1, 2017 through December 31, 2017)</p> <p>\$1.95 per Employee per month (PEPM) (Dental) (January 1, 2013 through December 31, 2017)</p> <p>\$0.50 per Employee per month (PEPM) (Dental Commission) (January 1, 2013 through December 31, 2017)</p>
Inter-Plan Arrangements Fees:	
BlueCard Program Fees:	
Access Fees: [*]	Up to 4.79% of network savings, but not to exceed \$2,000.00 per claim. Note: Access Fees will apply when Members receive services outside of the service area in which they reside. (The access fee percentage will be up to the currently allowable BlueCard Program rate based on account size. Rates are subject to annual revision.)
Administrative Expense Allowances (AEAs):	Up to \$5.00 per claim professional and \$11.00 per claim institutional.
Other BlueCard Program Fee: [*]	
Other Fees:	
Claim Amount Account Funding Method:	By the deadline set forth in Article V of this Agreement, Purchaser will wire transfer the total Claims Amount in immediately available funds to an account designated by BCBSSC.
Late Charge:	1% per month or such other maximum amount allowed by law
Continuation Services Fee:	7.5% of the claims processed by BCBSSC
Health Reimbursement Account (HRA)/Health Incentive Account (HIA):	\$4.00 per Employee per month (PEPM) (Applies to subgroups: 06-09, 25,27,30-33) (January 1, 2013 through December 31, 2017)
Interface Fee:	\$3.00 per Employee per month (PEPM)
Flexible Spending Account:	\$5.00 per Participant per month (PPPM)
Subrogation/Workers' Compensation Fees:	30% of all recoveries

City of Charleston
Version 04012012

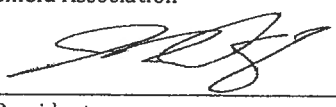
Blue Cross and Blue Shield of South Carolina
Schedule A

Health Care Services Product Fees:	
My Health Essentials Suite:	\$4.10 per Employee per month (PEPM) (January 1, 2013 through December 31, 2017) Bundle Includes: Health Management (Opt Out) Disease Management, Maternity Care, Essential Advocate, Enhanced Personal Health Assessment, Tobacco Cessation, Weight Management, Informed Health physician and wellness member messaging, and Men's & Women's Health
Complex Care Management:	\$400 Initial administration fee per case; plus \$2,696 per enrollee for the first month and \$1,389 per enrollee for each month thereafter. Monthly rates are subject to change
Stress Management:	No Additional Cost
Cholesterol Management:	No Additional Cost
Back Care:	No Additional Cost
Healthy Weight for Kids and Teens:	No Additional Cost
Radiology Management:	\$0.62 per Employee per month (PEPM)

IN WITNESS WHEREOF, BCBSSC and Purchaser have caused their names to be signed hereto by their respective officers.

**BLUE CROSS AND BLUE SHIELD
OF SOUTH CAROLINA**

An Independent Licensee of the Blue Cross
and Blue Shield Association

By: 
Title: President
Blue Cross and Blue Shield Division

PURCHASER
City of Charleston

By: _____ Witness: _____

Its: _____

(Signature and Title) Date: _____



City of Charleston

\$225,000 Deductible - Final Proposals

Stop Loss Plan - Rates

	BCBS of SC	BCBS of SC	HCC	QBE
		Renewal	Quote with No New Lasering at Next Renewal and 99% Rate Cap	Quote with No New Lasering at Next Renewal and 50% Rate Cap
\$225,000 Specific Deductible - PEPM				
EE - 865 EEs	\$24.70	\$26.43	\$17.92	\$19.98
EE + Family - 805 EEs	\$59.73	\$63.91	\$61.93	\$58.65
Composite - 1670 EEs	\$41.59	\$44.50	\$39.13	\$38.62
Annual \$225,000 Specific Deductible Premium	\$833,378	\$891,714	\$784,253	\$773,951
\$225,000 Aggregate Deductible - PEPM				
Composite - 1670 EEs	\$2.87	\$2.95	\$3.05	\$2.69
Annual \$225,000 Aggregate Deductible Premium	\$57,515	\$59,118	\$61,122	\$53,908
Annual Interface Fee	\$0	\$0	\$60,120	\$60,120
Maximum Additional Claims Liability due to Lasers	\$0	\$0	\$0	\$0
Total Annual Cost	\$890,893	\$950,832	\$905,495	\$887,979
\$ Difference from Current		\$59,939	\$14,603	(\$2,914)
% Difference from Current		6.7%	1.6%	(0.3%)
\$ Difference from Renewal			(\$45,337)	(\$62,853)
% Difference from Renewal			(4.8%)	(6.6%)

\$225,000 Deductible - Final Proposals

Stop Loss Plan - Aggregate Factors

	BCBS of SC	BCBS of SC	HCC	QBE
		Renewal	Quote	Quote
Expected Monthly Claims PEPM				
EE - 865 EEs			\$456.31	\$425.58
EE + Family - 805 EEs			\$1091.43	\$1229.73
Composite - 1670 EEs	\$762.75	\$782.72	\$762.46	\$813.21
Annual Expected Claims Liability	\$15,285,510	\$15,685,642	\$15,279,646	\$16,296,699
Maximum Monthly Claims (includes corridor)				
EE - 865 EEs			\$547.57	\$510.70
EE + Family - 805 EEs			\$1309.71	\$1475.67
Composite - 1670 EEs	\$877.16	\$939.26	\$914.95	\$975.85
Annual Maximum Claims Liability	\$17,578,286	\$18,822,770	\$18,335,575	\$19,566,038
Total Cost Premium & Maximum Claim Liability	\$18,469,179	\$19,773,602	\$19,241,071	\$20,444,048



HCC Life Insurance Company
205 Town Hall Drive, Suite 700, Greenville, Georgia 29604
Phone 770-673-1050, Fax 770-673-1054

October 3, 2014

Mr. Brad Perkins
Aon Risk Services of the Carolinas
40 W. Broad Street, Suite 210
Greenville, SC 29601

RE: City of Charleston, SC

Dear Mr. Perkins,

Enclosed you will find the Stop Loss Policy for City of Charleston, SC as per special request. The policy has been issued prior to any premium payment or the documents signed by the Policyholder and the Licensed Agent being received by HCC Life for this coverage. Please note that the signed documents are required to be received by HCC Life no later than October 31, 2014, in order to recognize that this coverage has been placed with HCC Life, otherwise it is not legally binding. In addition, no coverage will be provided under this policy until the appropriate premium is received and this policy will be considered null and void should the premiums not be received in a timely manner.

We appreciate the opportunity to provide Stop Loss coverage to City of Charleston, SC. Please contact us if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads 'Judy Werbeck'.

Judy Werbeck
Policy Issue Manager

cc: David Burgess / HCC Life

IMPORTANT NOTICE TO:
City of Charleston, SC

This Stop Loss Policy is being issued without receipt of the Master Plan Document ("MPD"). The MPD must contain the Plan's schedule of benefits, limitations, exclusions, eligibility requirements, Rights of Appeal, definitions, preferably the ERISA Rights Statement and a Signature Acceptance Page by the Policyholder.

Upon receipt of the MPD, we will verify that the schedules set forth in the plan correlate with the information upon which we quoted our rates. If there is a variance in the benefits which would have affected the rates, deductibles, terms or conditions for coverage, HCC Life Insurance Company has the right to revise the rates, deductibles, terms, conditions, rescind, or terminate the Policy as of the Effective Date of the Policy by providing written notice to the Policyholder.

**HCC LIFE INSURANCE COMPANY IS PROHIBITED FROM
CONSIDERING ANY CLAIM FOR REIMBURSEMENT PRIOR
TO RECEIPT AND ACCEPTANCE OF THE SIGNED MASTER
PLAN DOCUMENT.**

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
Independent Review Organization Coverage Endorsement

Policy Number: HCL31376
Endorsement Number: 4
Policyholder: City of Charleston, SC
Effective Date: 01/01/2015

You and We agree that this Policy is amended as follows:

In the event Covered Expenses are Paid by You for a Covered Person based on an Independent Review Organization's reversal of previously denied claims, and such Covered Expenses are Paid after the last paid date provided in the Contract Basis of this Policy, the Paid Covered Expenses shall be deemed to have been Paid during this Policy's Contract Period, provided that:

1. Such Covered Expenses are not eligible for reimbursement under any other coverage; and
2. Such Plan Benefits are otherwise eligible for reimbursement under the terms of this stop loss policy.

You (or You through your Plan Supervisor) agree to provide notice to Us that an appeal has been sent to an Independent Review Organization on a claim that could or is expected to exceed the specific stop loss deductible under this policy within 30 days of the referral to the Independent Review Organization. We will not reimburse any stop loss claim under this Endorsement if we do not receive such notice within the 30-day time frame.

When filing a reimbursement claim under this Endorsement, You agree to provide us all documentation related to the Independent Review Organization's reversal of the previously denied Covered Expenses. We will not reimburse any stop loss claim where the Independent Review Organization's reversal documentation, along with any other information necessary to process the claim, is not received within 90 days from the last date a claim is eligible for payment under the Contract Period or within 90 days of the date the claim was Paid if Paid after the Contract Period has lapsed.

For purposes of this Endorsement, Independent Review Organization means the organization for external review as required under the external review process of the Patient Protection and Affordable Care Act.

Fees, or any similar expenses, paid to the Independent Review Organization for their services are not reimbursable under this Endorsement. Coverage under this endorsement does not modify any other terms, conditions, deductibles or split funded retentions of this policy. If coverage is available under a subsequent policy issued by Us, coverage shall be provided under this endorsed policy and not the subsequent policy.

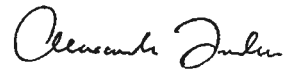
HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
Independent Review Organization Coverage Endorsement

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

HCC LIFE INSURANCE COMPANY



President



Corporate Secretary

Dated: October 3, 2014

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
QUALIFIED CLINICAL TRIALS ENDORSEMENT

Policy Number: HCL31376

Endorsement Number: 3

Policyholder: City of Charleston, SC

Effective: 01/01/2015

YOU and WE agree that this Policy is amended as follows:

ARTICLE I. DEFINITIONS is hereby amended to add the following:

PATIENT CARE SERVICES. Health care items or services that are furnished to an individual enrolled in a Qualified Clinical Trial, which is consistent with the usual and customary standard of care for someone with the patient's diagnosis, is consistent with the study protocol for the clinical trial, and would be covered if the patient did not participate in the Qualified Clinical Trial.

Patient Care Services must be determined to be eligible under the Policyholder's Employee Benefit Plan.

Patient Care Services do not include any of the following:

1. An FDA approved drug or device shall be a Patient Care Service only to the extent that the drug or device is not paid for by the manufacturer, the distributor or the provider of the drug or device, or
2. Non-health care services that a patient may be required to receive as a result of being enrolled in the Qualified Clinical Trial, or
3. Costs associated with managing the research associated with the Qualified Clinical Trial, or
4. Costs that would not be covered for non-investigational treatments, or
5. Any item, service or cost that is reimbursed or otherwise furnished by the sponsor of the Qualified Clinical Trial, or
6. The costs of services, which are not provided as part of the Qualified Clinical Trial's stated protocol or other similarly, intended guidelines.

QUALIFIED CLINICAL TRIAL. A Qualified Clinical Trial is a clinical trial that meets all of the following conditions:

1. The clinical trial is intended to treat cancer or another life threatening condition in a patient who has been so diagnosed, and
2. The clinical trial has been peer reviewed and is approved by at least one of the following:
 - a. A federally funded or approved Trial; or
 - b. A clinical trial conducted under an FDA investigation new drug application; or
 - c. A drug trial that is exempt from the requirement of an FDA investigational new drug application.
3. The patient meets the patient selection criteria enunciated in the study protocol for participation in the clinical trial.

Article VI, EXCLUSIONS. Item C is amended to include the following:

If your Employee Benefit Plan is compliant with Section 10103(c) of the Affordable Care Act, Covered Expenses for Patient Care Services furnished in connection with participation in Qualified Clinical Trials, as defined herein, will not be considered Experimental or Investigative.

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
QUALIFIED CLINICAL TRIALS ENDORSEMENT

ADDITIONAL QUALIFIED CLINICAL TRIALS PROVISIONS

WE may require a copy of the Qualified Clinical Trial's study protocol before determining if any benefits are payable under this Endorsement.

We shall rely on the Employee Benefit Plan in terms of the definition of Life Threatening. Should the Employee Benefit Plan fail to provide a definition of Life Threatening, We will define Life Threatening as a condition that is expected to cause death within 6 months. Such definition will be used solely for the purposes of this policy and adjudication of any claims under this Endorsement.

Stop Loss Policy benefits paid under this Endorsement will be included in the Specific Contract Period Reimbursement Maximum, if applicable.

Stop Loss Policy benefits paid under this Endorsement shall not create any legal presumption that HCC Life Insurance Company has recommended, directed, endorsed or required any Covered Person's participation in the Qualified Clinical Trial.

Stop Loss Policy benefits paid under this Endorsement shall be subject to all terms and conditions of the Policyholder's Employee Benefit Plan.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

HCC LIFE INSURANCE COMPANY



President



Corporate Secretary

Dated: October 3, 2014

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
CONTRACT ADVANTAGE PLAN (CAP) ENDORSEMENT

Policy Number: HCL31376
Endorsement Number: 2
Policyholder: City of Charleston, SC
Effective Date of Endorsement: 01/01/2015

YOU and WE agree that above policy is amended as follows:

In exchange for premium considerations provided for on the attached Application, We guarantee that if You renew Your Specific Stop Loss Insurance with Us for the next Policy Year with the same Agent of Record, Your renewal Stop Loss Policy will not contain any additional Covered Persons with a Separate Individual Specific Deductible. We reserve the right to carry over to the renewal policy any or all Covered Persons that already have a Separate Individual Specific Deductible shown on the attached Application.

Additionally, We guarantee that the Specific Monthly Premium Rates on Your renewal Stop Loss Policy will not be increased more than 99% over the Specific Monthly Premium Rates shown on the attached Application.

If you purchase a Split Funded Endorsement, the Split Funded Liability on Your renewal Stop Loss Policy will increase by this same percentage.

We may decide not to offer this endorsement, at our discretion, upon Your next Renewal or upon any subsequent Renewal of Your Stop Loss Policy. We also reserve the right to change, modify or cancel this endorsement, at our discretion, should You change your Agent of Record or if You amend or change Your Employee Benefit Plan in any way that materially affects our risk or liability with regards to the Policy or this Endorsement, or if Your renewal Stop Loss Policy:

1. Contains coverage options for Covered Expenses related to Plan Benefits that are different than those selected on the attached Application, or
2. Contains a Contract Period that is longer in duration than the Contract Period shown on the attached Application, or
3. Contains coverage for Retirees, if coverage for Retirees was not purchased with this Policy, or
4. Contains a Specific Deductible that is not equal to the Specific Deductible shown on the attached Application, or
5. Contains a Contract Basis that is not identical to the Contract Basis shown on the attached Application, or
6. Contains a Specific Contract Period Reimbursement Maximum that is higher than the Specific Contract Period Reimbursement Maximum shown on the attached Application, or
7. Contains a Specific Percentage Reimbursable that is higher than the Specific Percentage Reimbursable shown on the attached Application.

If you purchase a Split Funded Endorsement, We reserve the right to change, modify or cancel this endorsement if You:

1. Cancel the Split Funded Endorsement on any renewal Stop Loss policy, or
2. Request the Split Funded Liability be decreased on any renewal Stop Loss policy, or
3. Request the Split Funded Liability be increased by a percentage less than the increase of the Specific Monthly Premium Rates as stated in this Endorsement.

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
CONTRACT ADVANTAGE PLAN (CAP) ENDORSEMENT

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

City of Charleston, SC

Full Legal Name of Applicant/Policyholder

Signed At / Date Signed

Officer/Partner Signature (print name)

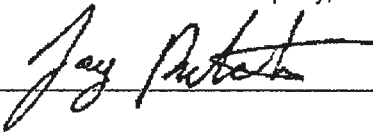
Witnessed (Licensed Agent) Signature

FOR HCC LIFE INSURANCE COMPANY USE ONLY:

ACCEPTANCE

Accepted on behalf of the Company, this 3rd day of October, 2014

By _____



Title: Senior Vice President

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
ENDORSEMENT

Policy Number: HCL31376

Endorsement Number: 1

Policyholder: City of Charleston, SC

Effective: 01/01/2015

You and We agree that above policy is amended as follows:

Article IV – CLAIMS UNDER THE POLICY is hereby amended as follows:

Paragraph C. All Claims, Section 3 is hereby deleted and replaced with the following:

3. **RIGHT OF RECOVERY.** If You are entitled to recover from any party Plan Benefits Paid under the Employee Benefit Plan, such amounts cannot be used to satisfy either the Specific and / or Aggregate Deductibles. We also will not reimburse You for any Plan Benefit recovered from any party. If We have reimbursed You for all or part of a Plan Benefit and You recover any part of the Plan Benefit from any party, You must repay Us to the extent of Our reimbursement regardless of whether the policy is still in-force on the date of the recovery. You must reimburse Us first, and in full, before You receive any benefit of the recovery. We retain the right to employ our own independent counsel and You assign to us Your rights and the Employee Benefit Plan's rights to the extent of Our reimbursement(s) to You.

In the event that You reimburse Us in the matter where Our designated counsel is not involved, Your repayment may be reduced by the reasonable and necessary expenses incurred in recovering from the third party.

If You fail to reimburse Us for a valid claim for a Covered Expense against a third party, and We are required to reimburse You for such a Covered Expense, We shall be subrogated to Your rights to pursue the claim.

Any amount We recover shall first be used to pay Our reasonable expenses of collection and then apply towards any amount that We reimbursed You under the policy. Any remaining amount will be paid to You.

You are required to provide Us with such information as We request in order to protect Our right to reimbursement.

Article VII – GENERAL PROVISIONS is hereby amended as follows:

Paragraph C. ARBITRATION is hereby deleted.

HCC LIFE INSURANCE COMPANY
STOP LOSS POLICY
SPLIT FUNDED ENDORSEMENT

Paragraph L. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS is hereby deleted and replaced with the following:

- L. **ERRORS, DISPUTES AND EMPLOYEE BENEFIT PLAN TAXES:** You understand that We will not be liable or obligated in any way for:
1. Any negligence, error, omission, defalcation or intentional acts by your Plan Supervisor, or
 2. Any dispute involving Covered Person(s), former Covered Person(s), or any person(s) claiming entitlement to benefits under the Employee Benefit Plan, or
 3. Any taxes We are assessed with respect to funds paid to or by You under Your Employee Benefit Plan, except any taxes or amounts paid to Us as premiums for this Policy.

We will promptly notify You upon discovery of matters to which Your obligations under this provision apply. We have the right to participate in the defense at Our expense. Without limiting the foregoing, if You fail to defend timely, We have the right, but not the duty, to defend and to compromise or settle the claim or other matters on Your behalf, for Your account and at Your risk.

Paragraph S. RECORDS is hereby deleted and replaced with the following:

- S. **RECORDS:** You and / or Your Plan Supervisor will maintain such records as may be required by Us for this Policy and will make them available to us upon Our request at a mutually convenient time. These records may include, but are not limited to, the Complete Claims History. We may audit Your records relating to this Policy and the claims filed under the Employee Benefit Plan at any time during the Policy Year and for two years after the expiration date of such Policy. Your records will include records held by You or by Your Plan Supervisor. As a result of any audit, We may readjust your Monthly Specific Premium Rates, Monthly Aggregate Factors, premiums, deductibles or expenses as may be necessary to reflect Our original intent in underwriting this Policy.

Paragraph V. TAXES is hereby deleted and replaced with the following:

- V. **TAXES:** You shall reimburse us for any taxes, which may be assessed against Us with respect to Your Employee Benefit Plan or with respect to claims for Covered Expenses paid under the Policy, and You shall reimburse Us for such taxes, if any, as determined by Us.

THERE ARE NO POLICY CHANGES UNDER THIS ENDORSEMENT OTHER THAN STATED ABOVE.

Full Legal Name of Applicant/Policyholder:

Signed At / Date Signed

Officer/Partner Signature (print name)

Witnessed (Licensed Agent) Signature

FOR HCC LIFE INSURANCE COMPANY USE ONLY:

ACCEPTANCE

Accepted on Behalf of the Company, this 3rd day of October, 2014

By 

Title: Senior Vice President

HCC LIFE INSURANCE COMPANY
225 Town Park Drive, Suite 350
Kennesaw, Georgia 30144
1-800 447-0460

STOP LOSS POLICY

THIS IS A LEGAL CONTRACT - PLEASE READ IT CAREFULLY

Policy Number: HCL31376

Policyholder: City of Charleston, SC

Principal Address: 116 Meeting St
Charleston SC 29401

Designated Third Party Administrator (TPA): Blue Cross/Blue Shield of South Carolina
2501 Faraway Dr.
Columbia SC 29219

This Policy is issued in consideration of Your Application, Your Plan Document, Your Disclosure Statement and the payment of premiums. The aforementioned documents combine to form this Policy.

The effective date of this Policy is 12:01 a.m., at Your address and the expiration date of this Policy is 11:59 p.m., as shown below at Your principal address.

Effective Date: 01/01/2015

Expiration Date: 12/31/2015

This Policy is issued by Us as of the Effective Date, but is not valid unless countersigned by Our duly authorized representative.

Jurisdiction of Issue: South Carolina

This policy is governed by the laws of the jurisdiction of issue.



President



Corporate Secretary

NON-PARTICIPATING INSURANCE

This is a reimbursement policy. You, or Your Plan Supervisor, are responsible for making benefit determinations under Your Employee Benefit Plan. We have no duty or authority to administer, settle, adjust, or provide advice regarding claims filed under Your Employee Benefit Plan.

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ARTICLE I. DEFINITIONS

When used in this Policy, the following terms will have the meanings as indicated below:

ANNUAL AGGREGATE DEDUCTIBLE. For any one Contract Period, (or any fraction thereof, if the Contract terminates during the Contract Period) the total of the number of Covered Single or Family units multiplied by its corresponding Monthly Aggregate Factor, applied each month that the Contract is in-force. In no instance shall the Annual Aggregate Deductible be less than the Minimum Annual Aggregate Deductible.

AGGREGATE CONTRACT PERIOD REIMBURSEMENT MAXIMUM. The maximum amount We will reimburse the Policyholder for Covered Expenses during each Contract Period under the terms of the Aggregate Stop Loss Insurance as shown on the Application.

AGGREGATE PERCENTAGE REIMBURSABLE. The percentage of Covered Expenses to be reimbursed that were Paid under the Employee Benefit Plan in excess of the Annual Aggregate Deductible.

COBRA BENEFICIARY. Any former Covered Person of the Employee Benefit Plan continuing participation under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and its amendments.

COMPANY. Company, We, Our, and Us refers to HCC Life Insurance Company.

COMPLETE CLAIMS HISTORY. All of the following for a minimum of 12 consecutive months immediately preceding the Policy Year:

1. Participant census, and
2. Eligibility information, and
3. Claims Experience, and
4. Large Claim Disclosures, and
5. Details of any condition shown on the Trigger Diagnosis List in the Disclosure Statement.

CONTRACT. All of the following:

1. The Application, and
2. This Policy and any endorsements to it, and
3. The Policyholder's Plan Document.

CONTRACT BASIS. The form of coverage shown on the Application that was selected by the Policyholder. The Contract Basis shall be considered in determining what Covered Expenses will be reimbursed by Us.

CONTRACT MONTH. A period of one-month that begins on:

1. The effective date of the Policy, or
2. The same day of each following month during the Contract Period.

CONTRACT PERIOD. The period of time shown on the Application during which the Policyholder is covered for Aggregate and / or Specific Stop Loss Insurance.

COST CONTAINMENT PROGRAM. A program designed to reduce or control the cost of providing Plan Benefits to participants of the Employee Benefit Plan.

COVERED EXPENSES. Plan Benefits incurred by a Covered Person (or Covered Family):

1. For which benefits are Paid by the Policyholder under the Employee Benefit Plan, and
2. Which are not in excess of the Reasonable and Customary Charge for those services, and
3. Which are Medically Necessary for the treatment of an illness or injury or for any preventative care covered by the Employee Benefit Plan, and
4. Which are reimbursable under this policy subject to its terms, deductible(s), limitations and exclusions.

Plan Benefits provided by the Employee Benefit Plan that are specifically excluded by this Policy are not considered Covered Expenses. Covered Expenses shall not include any expenses which are not reimbursable under this Policy, such as:

1. The expenses related to processing claim payment, or
2. PPO discounts, network or negotiated discounts, and other reductions from billed charges, whether or not they were actually deducted from Plan Benefits, or
3. Salaries paid to any individual, or
4. Plan Supervisor's fees, or
5. Litigation expenses, or
6. Premiums paid for coverage under this Policy.

COVERED FAMILY. The Covered Person and his or her dependents covered under the Employee Benefit Plan.

COVERED PERSON. If so indicated on the Application, an individual covered under the Employee Benefit Plan. This includes:

1. Legally employed covered employees, and
2. Covered dependents, and
3. Participating COBRA Beneficiaries, and
4. Retirees.

COVERED UNITS. A Covered Person, a Covered Family, or such other defined unit as agreed upon between You and Us in writing.

DEDUCTIBLE. The amount of Covered Expenses You must pay before Aggregate Stop Loss Insurance and / or Specific Stop Loss Insurance benefits become reimbursable. The Deductible(s) is / are shown on the Application issued to You. See also:

1. Annual Aggregate Deductible, and
2. Specific Deductible, and
3. Specific Family Deductible.

ELIGIBLE. Eligible under the Employee Benefit Plan.

EMPLOYEE BENEFIT PLAN. The medical benefits You have agreed to provide under a plan of benefits for Your Eligible employees and their Eligible dependents, whether or not it is subject to the Employee Retirement Income Security Act of 1974, as is or as may be amended.

EXPERIMENTAL AND INVESTIGATIVE. A drug, device or medical treatment or procedure is Experimental or Investigative:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished, or
2. If reliable evidence shows that the drug, device or medical treatment or procedure is the subject of ongoing Phase I, II or III clinical trials or under study to determine its:
 - a. Maximum tolerated dose, or
 - b. Toxicity, or
 - c. Safety, or
 - d. Efficacy, or
 - e. Efficacy as compared with the standard means of treatment or diagnosis, or
3. If reliable evidence shows that the consensus among experts regarding the drug, device or medical treatment or procedure is that further studies or clinical trials are necessary to determine its:
 - a. Maximum tolerated dose, or
 - b. Toxicity, or
 - c. Safety, or
 - d. Efficacy, or
 - e. Efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence shall mean:

1. Only published reports and articles in the authoritative peer reviewed medical and scientific literature, or
2. The written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device or medical treatment or procedure, or
3. The written informed consent used by the treating facility or by another facility studying substantially the same drug, device or medical treatment or procedure.

INCURRED. The date on which medical care or a service or supply is provided to a Covered Person for Plan Benefits under the Employee Benefit Plan for which a charge results.

LARGE CLAIM DISCLOSURE. You, with the assistance of Your Plan Supervisor, agree to disclose to us any known or potential shock losses. Shock Losses are:

1. Injuries, and
2. Illnesses, and
3. Diseases, and
4. Diagnoses, and
5. Any condition listed on the Trigger Diagnosis list, and
6. Other losses of the type, which are reasonably expected or are likely to result in significant medical expense or liability.

LOSS LIMIT. The maximum amount of Covered Expenses Incurred by each Covered Person (or Covered Family), which can be used to satisfy the Annual Aggregate Deductible. This amount is shown in the Application. The maximum allowable amount of Covered Expenses by a Covered Person who has been assigned a Separate Individual Specific Deductible will be the specified amount as shown under the Loss Limit on the Application, regardless of that Covered Person's Separate Individual Specific Deductible.

MEDICALLY NECESSARY. A procedure, treatment, service, supply, equipment, drug or medicine that is:

1. Deemed appropriate, essential and is recommended for the diagnosis or treatment of the Covered Person's symptoms by a licensed physician, dentist or other medical practitioner who is practicing within the scope of his or her license and specialty or primary area of practice, and
2. Within the scope, duration and intensity of that level of care which is required to provide safe, adequate and appropriate diagnosis or treatment, and
3. Prescribed in accordance with the generally accepted, current professional medical practice and is not considered Experimental or Investigative.

MINIMUM ANNUAL AGGREGATE DEDUCTIBLE. For each Contract Period, the number of Contract Months times the Monthly Aggregate Factor times the number of Covered Units. Covered Units shall be based on the first month's enrollment or the quoted enrollment whichever is greater. The Minimum Annual Aggregate Deductible as shown on the Application is based on the quoted enrollment and it is subject to change if the first month's enrollment is greater.

MONTHLY AGGREGATE DEDUCTIBLE. The Monthly Aggregate Deductible is determined for each Contract Month by multiplying the number of Covered Units for that month by the applicable Monthly Aggregate Factor(s) shown on the Application.

MONTHLY AGGREGATE FACTOR. The amount specified in the Application.

MONTHLY SPECIFIC PREMIUM RATES. The amounts specified in the Application.

NET PAID CLAIMS. The sum of Covered Expenses Paid during the Policy Year by You less the sum of all amounts paid by You that exceeds the Loss Limit of any Covered Person(s).

ORIGINAL EFFECTIVE DATE. The first day of the Contract Period of Your initial Stop Loss Policy with Us subject to any Run-In Period as shown on the Application. If coverage has not been continuous with Us, then the Original Effective Date shall be the first day of the most recent continuous coverage.

PAY, PAID, PAYMENT. Charges that, as of the dates shown in the Contract Basis, are:

1. Covered and payable under your Employee Benefit Plan, and
2. Have been adjudicated and approved, and
3. A check or draft for remuneration is issued and deposited in the U.S. Mail, or other similar conveyance or is otherwise delivered to the payee, and
4. Sufficient funds are on deposit the date the check or draft is issued.

Our reimbursements will not be made until all of these conditions are satisfied. Checks or drafts that are returned to the payor unpaid for any reason will not be considered Paid.

PLAN BENEFITS. The medical expense benefits to which Covered Persons become entitled under the Employee Benefit Plan during the Policy Year which are:

1. Incurred after the effective date of this Policy or the first date of the Run-In Period, and
2. Incurred while this Policy is in-force, and
3. Paid during the Policy Year or before the end of the Run-Out Period.

Plan Benefits do not include:

1. Deductibles, or
2. Co-insurance amounts, or
3. Interest, or

4. Expenses, or
5. The amounts of any PPO discounts, network or negotiated discounts, or any other reductions to billed charges, whether or not they were actually deducted, and
6. Claims paid under an Employee Benefit Plan's discretionary clause or similar provision that would not otherwise be payable under the terms and conditions of the Employee Benefit Plan, and
7. Claims that are not covered under the terms and conditions of the Employee Benefit Plan or that are reimbursable from any other source.

An Employee Benefit Plan expense is incurred at the time the service is rendered or the supply is provided.

PLAN DOCUMENT. The written document evidencing Your Employee Benefit Plan including any amendments. You will provide Us with a copy of Your Plan Document that is in effect as of the Policy effective date. Amendments are subject to Article VI, Item A and Article VII, Item A.3.a and B of this Policy. We will provide written confirmation of receipt of this Plan Document. The Plan Document does not waive of any provisions of this Policy.

PLAN SUPERVISOR (TPA). The person or entity selected by the Plan Sponsor and approved by Us to perform administrative services for the Employee Benefit Plan, including payment of claims.

POLICY YEAR. The period beginning on the effective date and ending on the expiration date as shown on the face page of this Policy, or the actual period of time during which the Policy is in force if the Policy terminates prior to the expiration date.

POLICYHOLDER. Employer, Insured, You, Your or Plan Sponsor.

REASONABLE AND CUSTOMARY CHARGE. Charges for medical expenses, including but not limited to, physician services, hospital supplies, hospital bed rates, drugs, ancillary services and durable medical equipment usually made by such providers in the same geographical area using nationally and regionally adjusted data.

RUN-IN PERIOD. The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be Incurred provided they are Paid during the Contract Period.

RUN-OUT PERIOD. The period of time as defined under the Contract Basis on the Application during which claims for Plan Benefits may be Paid provided they were Incurred during the Contract Period.

SPECIFIC CONTRACT PERIOD REIMBURSEMENT MAXIMUM. The maximum amount of Covered Expenses We will reimburse You in each Contract Period for any one Covered Person (or Covered Family). This amount shall not exceed the amount shown as the Specific Contract Period Reimbursement Maximum on Your Application, or any maximum benefit amount or limit defined in Your Employee Benefit Plan, whichever is less.

SPECIFIC DEDUCTIBLE. If a Specific Deductible is shown on the Application, this is the amount of Covered Expenses that must be Paid by the Employee Benefit Plan for any Covered Person before Specific Stop Loss Insurance benefits are reimbursable under the Policy. It applies separately for each Policy Year and will be determined annually by Us.

SPECIFIC FAMILY DEDUCTIBLE. If a Specific Deductible is shown on the Application per a Covered Family, this is the amount of Covered Expenses which must be Paid by the Employee Benefit Plan for any Covered Family member or combination of Covered Family members before Specific Stop Loss Insurance benefits are reimbursable under the Policy. It applies separately for each Policy Year and will be determined annually by Us.

SPECIFIC PERCENTAGE REIMBURSABLE. The percentage of Covered Expenses to be reimbursed that were Paid under the Employee Benefit Plan in excess of the Specific Deductible.

ARTICLE II. SPECIFIC STOP LOSS INSURANCE

- A. Subject to the terms, conditions and limitations of this Policy, We will reimburse You for Covered Expenses Paid in excess of the Specific Deductible (or Specific Family Deductible).
- B. We will not reimburse you for any amounts after the Specific Contract Period Reimbursement Maximum has been reached.
- C. We will not reimburse You for Plan Benefits Incurred after the Policy's expiration date.
- D. If the Policy terminates before the expiration date, Plan Benefits paid after the date of termination will not be eligible for reimbursement.
- E. Plan Benefits Paid by You which have been reimbursed by Us under Your Aggregate Stop Loss Insurance or by another insurance company or reinsurance company will not be used to:
 - 1. Satisfy the Specific Deductible (or the Specific Family Deductible), or
 - 2. Compute Specific Stop Loss Insurance benefits payable to You.
- F. The Monthly Specific Premium Rates shown on the Application apply only to the Policy Year shown therein. New Monthly Specific Premium Rates will be furnished for each new Policy Year and will be shown on a new Application provided for each Policy Year.

ARTICLE III. AGGREGATE STOP LOSS INSURANCE

- A. Subject to the terms, conditions and limitations of this Policy, We will reimburse You for Eligible Covered Expenses Paid, less:
 - 1. The Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, whichever is greater, and
 - 2. Specific Stop Loss reimbursements due or paid to You, and
 - 3. Any amounts paid by you that exceeds the Loss Limit for any Covered Person (or Covered Family).
- B. We will not reimburse you for any amounts after the Aggregate Contract Period Reimbursement Maximum has been reached.
- C. We will not reimburse You for Plan Benefits Incurred after the Policy's expiration date.
- D. If the Policy terminates before the expiration date, any Plan Benefits paid after the date of termination will not be eligible for reimbursement.
- E. Plan Benefits Paid by You which have been reimbursed by Us under Your Specific Stop Loss Insurance, by another insurance company or reinsurance company will not be used to:
 - 1. Satisfy the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible, or
 - 2. Compute the Aggregate Stop Loss Insurance benefits payable to You.
- F. Plan Benefits Paid by You which exceed the Specific Contract Period Reimbursement Maximum for Specific Stop Loss Insurance as shown on the Application will not be used to:

1. Satisfy the Annual Aggregate Deductible or Minimum Annual Aggregate Deductible, or
 2. Compute the Aggregate Stop Loss Insurance benefits payable to You.
- G. Reimbursement for Aggregate Stop Loss Insurance for any Covered Person (or Covered Family) will be limited to an amount not to exceed the Specific Deductible (or Specific Family Deductible) or the Loss Limit, whichever is less, as set forth in the Application.
- H. The Monthly Aggregate Factor(s) shown on the Application apply only to the Policy Year shown therein. New Monthly Aggregate Factors will be furnished for each new Policy Year and will be shown on a new Application provided for each Policy Year.
- I. The Monthly Aggregate Deductible cannot be reduced by more than 10% per month if the number of Covered Persons decreases for any reason. If any Covered Persons are absent from work due to a strike, lockout, or work stoppage during any Contract Month, the number of Covered Persons will remain at the same level as for the Contract Month preceding the disruption.

ARTICLE IV. CLAIMS UNDER THE POLICY

A. Specific Claims

1. We will reimburse You for Specific Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with complete claim information.
2. The following documentation is required to file a Specific Stop Loss claim:
 - a. *Specific Claim Notification / Initial Filing form*, and
 - b. A copy of the employee's enrollment card, including the employee's hire date and the original effective date, and
 - c. A copy of the Plan Supervisor's claim form if the claim is for a dependent, and
 - d. Complete details regarding eligibility, and if applicable, information regarding work status, pre-existing / HIPAA documentation, subrogation, Coordination of Benefits, provider discounts and COBRA, including a copy of the COBRA election form and COBRA payment verification for all months, and
 - e. Copies of *Explanations of Benefits* attached to the corresponding itemized bills, and
 - f. Check copies, if not part of an *Explanation of Benefits*, and
 - g. Completion of the *Specific Supplemental Claim Request* portion of the claim form if applicable, and
 - h. Miscellaneous information as applicable, including but not limited to:
 - i. Complete accident details, including how, when and where an accident may have occurred, and
 - ii. Police reports for motor vehicle accidents or for services for which a law enforcement agency is involved, and
 - iii. A *Subrogation and Right of Recovery Reimbursement Agreement* if charges were incurred as a result of a third party liability, and
 - iv. Coordination of benefits documentation, and
 - v. PPO discount / repricing sheets, and
 - vi. *Large Case Management Reports*, and
 - i. Other documentation We may request.
3. LATE CLAIMS: Any claim that is either submitted, or that remains incomplete, more than 90 days after the last date for which Plan Benefits can be reimbursed under the terms of

the Policy will be denied, whether or not the delay has prejudiced Us. Your or Your Plan Supervisor's failure to file a complete claim in a timely manner may result in an adjustment of Our reimbursement to You to reflect any savings We could have obtained had a timely claim filing taken place pursuant to this provision.

4. 50% NOTIFICATION: You or Your Plan Supervisor must give notice to Us when the total amount of Plan Benefits Paid by You on a Covered Person equals or exceeds 50% of the Specific Deductible, or has the potential to exceed 50% of the Specific Deductible. Your failure to give prompt notice may result in an adjustment of Our reimbursement to You, if any, to reflect any savings We could have obtained had a prompt 50% Notification been given.

B. Aggregate Claims

1. We will reimburse You for Aggregate Stop Loss Insurance, subject to the terms, conditions and limitations of this Policy, only after We receive a request for reimbursement with Complete Claim History.
2. The following documentation is required to file an Aggregate Stop Loss claim:
 - a. Completed *Year End Aggregate Claim Form*, and
 - b. *Paid Claims Analysis report* indicating claimant's name, Incurred date, charged amount, Paid amount and Paid date, and
 - c. Eligibility listing which identifies birth date, effective date, termination date and coverage type, and
 - d. Proof of funding to include bank statements and/or deposit slips, and
 - e. *Void & Refund report*, and
 - f. *Benefit / Service Code report*, and
 - g. *Aggregate Report (Monthly Loss Summary Reports)*, and
 - h. *Specific Report* showing which claimants have exceeded the Specific Deductible or Loss Limit, and
 - i. Listing of payments made outside the Aggregate Stop Loss Insurance (i.e. Dental, Weekly Income, Vision, PPO fees capitated and, PCS Administrative Fees), and
 - j. Check Register, and
 - k. Outstanding overpayment and subrogation log, and
 - l. Prescription invoices if Prescriptions are covered under the Aggregate Stop Loss Insurance, and
 - m. Other documentation We may request.

We may also request this information the month following the expiration date of the Policy to review for retroactive adjustments.

3. Any reimbursement payable by Us to You, under this article, will be paid after the end of the Contract Period, unless otherwise endorsed.

4. CLAIM FILING: You must file a request for reimbursement with Us on Our customary Notice / Proof of Loss form within 90 days after the end of the time specified for payment of claims under this Policy. Your failure to file a claim within 90 days will result in claim denial, whether or not the delay has prejudiced Us.
5. DETERMINATION OF THE ULTIMATE AGGREGATE CLAIM: You must submit a Proof of Loss within 90 days of the end of the Policy Year or Run-Out Period, whichever is later, showing the amount of all Plan Benefits Eligible under the Employee Benefit Plan and this Policy which You have Paid. These shall be compared to the greater of the Annual Aggregate Deductible or the Minimum Annual Aggregate Deductible. If the amount of Net Paid Claims eligible under this policy is greater than the appropriate Annual Aggregate Deductible, We will reimburse You for the amount of the excess.

C. All Claims

1. REIMBURSEMENT OF CLAIMS: Prior to making any reimbursement, We have the right to review each claim submitted to Us to determine if You are entitled to any reimbursement under this Policy. This review may include, but is not limited to, an on-site audit or requests for additional documentation. You warrant that You have Paid the providers of Plan Benefits for which reimbursement is sought.
2. SETTLEMENT OF PLAN CLAIMS: We have no duty or obligation to settle or adjust any claims for Plan Benefits filed under Your Employee Benefit Plan.
3. RIGHT OF RECOVERY. If You are entitled to recover from any party Plan Benefits Paid under the Employee Benefit Plan, such amounts cannot be used to satisfy either the Specific and / or Aggregate Deductibles. We also will not reimburse You for any Plan Benefit recovered from any party. If We have reimbursed You for all or part of a Plan Benefit and You recover any part of the Plan Benefit from any party, You must repay Us to the extent of Our reimbursement regardless of whether the policy is still in-force on the date of the recovery. You must reimburse Us first, and in full, before You receive any benefit of the recovery. We retain the right to employ our own independent counsel and You assign to us Your rights and the Employee Benefit Plan's rights to the extent of Our reimbursement(s) to You.

In the event that You reimburse Us in the matter where Our designated counsel is not involved, Your repayment may be reduced by the reasonable and necessary expenses incurred in recovering from the third party.

If You fail to reimburse Us for a valid claim for a Covered Expense against a third party, and We are required to reimburse You for such a Covered Expense, We shall be subrogated to Your rights to pursue the claim.

Any amount We recover shall first be used to pay Our expenses of collection and then apply towards any amount that We reimbursed You under the policy. Any remaining amount will be paid to You.

You are required to provide Us with such information as We request in order to protect Our right to reimbursement.

4. CLAIMS ELIGIBLE UNDER TWO CONTRACTS. If a claim for reimbursement can be filed under two different policy years, it must be filed under the earlier policy year.

ARTICLE V. LIMITATIONS OF COVERAGE

- A. This Policy is between You and Us. No other party has any rights under this Policy.
- B. Coverage for Plan Benefits Incurred for an employee who is not actively at work as a result of sickness, accidental bodily injury, maternity, military service, personal reasons, lay-off, strike, or any other leave of absence (either before or after the effective date of the Policy), or the employee's covered dependent(s), unless the employee or dependent(s) are receiving continuation benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, shall be limited to the length of time specified in the Plan Document.
- C. All Plan Benefits Incurred outside the United States of America will be excluded from coverage unless:
 - 1. The service(s) would have been a Covered Expense if the service(s) had been provided in the United States, and
 - 2. The Covered Person is not covered by any other country's national health care program or any employer's foreign voluntary compensation coverage.

ARTICLE VI. EXCLUSIONS

WE will not reimburse YOU for:

- A. Plan Benefits covered by amendments to the Employee Benefit Plan that were incurred prior to Our written approval of such amendments.
- B. Plan Benefits that are covered under any Coordination of Benefits provision. We may elect to reduce or deny any reimbursement which may be payable to You, to the extent that a payment may be made by another insurer, another Employee Benefit Plan or any other party, to either the Employee Benefit Plan or Covered Person. This provision is applicable irrespective of how such payment is characterized and whether or not payment has actually been made for any or all of the Covered Person's losses.
- C. Plan Benefits paid for any surgery, prescription drugs, device, or procedure, which is defined as Experimental or Investigative and any complications or other expenses arising thereto.
- D. Plan Benefits Incurred by or on behalf of an employee or dependent of an employee of any affiliated or subsidiary company not included in the Application, unless added by Policy endorsement.

ARTICLE VII. GENERAL PROVISIONS

- A. **CHANGES AND TERMINATIONS OF THE POLICY**
 - 1. Your Policy may be changed at any time with Our written consent.
 - 2. Only an officer of The Company has the authority to alter this Policy, or to waive any of Our rights or requirements, and then only by written endorsement.
 - 3. We reserve the right to change any Specific or Aggregate Premium Rates and Monthly Aggregate Factors with written notice to You as to the extent and effective date of the change at any time during Your Policy Year if:

- a. Your Employee Benefit Plan is changed, or
 - b. The number of Covered Units Eligible under Your Policy:
 - i. Drops below 15, or
 - ii. Increases or decreases by 15% from the number of Covered Units on the first day of the Contract Period, or
 - iii. Increases or decreases by 10% in any Contract Month from the prior Contract Month.
 - c. If we have agreed to reduce the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates in consideration of Your agreement to implement a Cost Containment Program, we may recalculate in accordance with Our normal practice, the Monthly Aggregate Factors, the Minimum Annual Aggregate Deductible and / or the Monthly Specific Premium Rates if you have not followed the procedures relating to the Cost Containment Program as defined in Our agreement.
 - d. Upon the enactment of any law, regulation or amendment thereto, by any state or jurisdiction, which affects our liability under this Policy, and in Our judgment, requires such a change.
4. You may terminate the Policy by giving Us not less than 31 days written notice.
5. We may terminate this Policy prior to the end of a Contract Period by giving you 31 days written notice if You fail to comply with any provision of the Policy.
6. We may terminate this Policy at the end of the Contract Period by giving You 31 days written notice of such termination.
7. All insurance provided hereunder to You will automatically terminate:
- a. At the beginning of any Contract Month for which any premium for either Specific or Aggregate Stop Loss Insurance has not been paid in full by the end of the grace period, or
 - b. On the date You fail to Pay claims promptly or make funds available to Pay claims promptly as required by this Policy, or
 - c. On the date Your agreement with Your Plan Supervisor is terminated, or
 - d. On the date You change Your Plan Supervisor before obtaining Our written consent for a successor Plan Supervisor, or
 - e. On the date Your Employee Benefit Plan terminates or ceases to accept newly Incurred claims, whichever is earlier, or on the date You obtain other coverage for Your Employee Benefit Plan participants, or
 - f. On the date You terminate the Policy for any reason prior to the end of the Contract Period. In this event, We will not be liable for any Plan Benefits Paid after the termination date, or
 - g. At the end of the Contract Period unless You accept in writing Our terms for renewal of the Stop Loss Insurance before the end of the Contract Period, or
 - h. On the expiration date of this Policy.
- B. AMENDMENTS TO THE PLAN: You must give Us at least 31 days written notice of any proposed amendments to Your Employee Benefit Plan. No amendment to Your Employee Benefit Plan will be binding on Us until We have approved the amendment in writing.
- C. ARBITRATION: Any controversy or dispute, involving Us that arises out of or relates to this Policy, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination of this Policy.

- D. **ASSIGNMENT:** You may not assign any of Your rights under this Policy without Our prior written consent.
- E. **CLERICAL ERROR:** Our obligations under this Policy will not be expanded by any clerical error whether by You or Us in creating or maintaining records or calculating rates, factors, premiums, deductibles or claims pertaining to this Policy. A clerical error is a mistake in performing a clerical function, such as typing, but does not include intentional acts or the failure to comply with the provisions of the Employee Benefit Plan or Policy.
- F. **CONCEALMENT OR MISREPRESENTATION:** This Policy is issued based upon Our understanding that You, Your Plan Supervisor and your agent or broker have provided to Us a Complete Claims History. The Policy will be void if We find that You, your Plan Supervisor and your agent or broker have concealed or misrepresented any material fact or circumstance concerning this coverage or the Employee Benefit Plan's Complete Claims History, whether intentional or not. Our liability will be limited to return of the premium paid by You after deducting the amount of the reimbursements made by Us to You prior to the date of termination. If the amount of reimbursements paid to You exceeds the premium paid to Us, You will pay Us the difference. If We find that You, Your Plan Supervisor, your agent or broker have not provided to Us a Complete Claims History, We may, at Our option, either rescind the policy or re-underwrite coverages under this Policy, using all claims data available to Us.
- G. **CONFORMITY WITH STATE AND FEDERAL LAW:** Any provision of this Policy, which, on its effective date, is in conflict with the laws of the state of jurisdiction or which is mandated by Federal law, is hereby amended to conform to the minimum requirements of said laws.
- H. **COST CONTAINMENT PROGRAM:** We have the right to participate, at Our option and expense, in any savings or Cost Containment Program that You have in place. If no such program exists, We have the right to retain the services of a third party to implement a Cost Containment Program.
- I. **DISCLAIMER:** We act only as an insurer to You. We are not a fiduciary or a party in interest to the Employee Benefit Plan or any participant. We do not assume any duty to perform any of the functions of, or to provide any of the reports required by, You by the Employee Retirement Income Security Act of 1974, as amended or any other applicable state or federal law. We assume no responsibility or obligation for the administration of Your Employee Benefit Plan or Your acts. We reserve the right to determine amounts payable under this Policy without regards to such acts.
- J. **ENDORSEMENTS:** Any endorsements attached or subsequently issued by us shall become a part of this Policy.
- K. **ENTIRE AGREEMENT:** This Policy and any attached endorsements, Your attached Application and your Plan Document are the entire agreement between You and Us. We have relied upon the underwriting information (including Complete Claims History and the Plan Document) provided by You in issuing this Policy and You represent such information is complete and accurate. Should We later learn such information was incomplete or incorrect, We have the right to modify the Policy as of the effective date to reflect the complete or correct information or to terminate the Policy.

L. **INDEMNIFICATION, DEFENSE AND HOLD HARMLESS:** You agree to indemnify, defend and hold Us harmless from any liability, including but not limited to, interest, penalties, attorney fees, extra contractual, exemplary or punitive damages ("expenses") arising from or relating to:

1. Any negligence, error, omission, defalcation or intentional acts by your Plan Supervisor, or
2. Any dispute involving Covered Person(s), former Covered Person(s), or any person(s) claiming entitlement to benefits under the Employee Benefit Plan, or
3. Any taxes We are assessed with respect to funds paid to or by You under Your Employee Benefit Plan, except any taxes or amounts paid to Us as premiums for this Policy.

We will promptly notify You upon discovery of matters to which Your obligations under this provision apply. We have the right to participate in the defense at Our expense. Without limiting the foregoing, if You fail to defend timely, We have the right, but not the duty, to defend and to compromise or settle the claim or other matters on Your behalf, for Your account and at Your risk.

M. **INSOLVENCY:** In the event of Your insolvency or bankruptcy, subject to the terms, conditions and limitations of this policy, We may pay to Your receiver, trustee, liquidator or legal successor amounts otherwise payable under this Policy. We will make such payments only if You have Paid all required premiums and have complied with Your obligations under this Policy. Nothing in this section shall increase Our liability beyond that which would have existed had You not become insolvent or bankrupt.

N. **LEGAL ACTION:** No legal action can be brought to recover under this Policy:

1. Until 60 days after the date a reimbursement claim is submitted, or
2. Two years after the date a reimbursement claim is required to be furnished. You shall notify Us in writing within 10 days after receipt of any objection, notice of legal action or complaint regarding Your handling of a claim.

O. **NOTICE:** Notice under this Policy will be given to You through Your Plan Supervisor and will be deemed to have been received by You.

P. **OFFSET:** We may offset payments due to You under this Policy against claims overpayments, cost containment charges and premiums due and unpaid.

Q. **PAYMENT OF PREMIUMS:**

1. Each premium is payable to HCC Life Insurance Company, P.O. Box 402032, Atlanta, GA 30384-2032 or such other place as We designate in writing.
2. Specific Stop Loss Insurance premiums are due on the first day of each calendar month, regardless of the effective date of the Policy. If the effective date is other than the first day of a calendar month, the first month's premium will be pro-rated.
3. Aggregate Stop Loss Premium(s) are due monthly or are payable in advance for the Policy Year, as stated in Your Application.

4. A grace period of thirty-one (31) days is allowed for the payment of each premium after the first premium. If the premium is not paid during the grace period, the Policy will terminate without further notice as of the premium due date.

5. If we terminate this Policy for non-payment of premium, application may be made for reinstatement.

All outstanding premiums, including the current month's premium, must be remitted within 10 days of the end of the grace period.

Payment of premiums shall not guarantee reinstatement of the Policy. We reserve the right to conduct a diligent review of the Complete Claims History and re-underwrite the Policy as We deem necessary as part of the terms for reinstatement.

If the Policy is terminated more than one time during a Policy Year for non-payment, no requests for reinstatement will be granted.

6. In no event, will more than three (3) months of retroactive credit be granted for any clerical error(s) in the remittance of any premium.

- R. **POLICY NON-PARTICIPATING:** This Policy is non-participating and does not entitle You to share in Our earnings.

- S. **RECORDS:** You and / or Your Plan Supervisor will maintain such records as may be required by Us for this Policy and will make them available to us upon Our request. These records may include, but are not limited to, the Complete Claims History. We may audit Your records relating to this Policy and the claims filed under the Employee Benefit Plan at any time during the Policy Year and for two years after the expiration date of such Policy. Your records will include records held by You or by Your Plan Supervisor. As a result of any audit, We may readjust your Monthly Specific Premium Rates, Monthly Aggregate Factors, premiums, deductibles or expenses as may be necessary to reflect Our original intent in underwriting this Policy.

- T. **RENEWAL:** Unless terminated for any of the reason(s) described in this Policy, Your insurance will be renewed for another Policy Year if You accept Our renewal terms. We will not change rates more than once in any Policy Year, except as allowed under the Changes and Termination Provisions in Article VII.

We reserve the right to change the renewal premium rates and Monthly Aggregate Factors for the new Contract Period if the average monthly payments made by You for Plan Benefits during the last two months of the current Policy Year vary by more than 30% from the average of the monthly payments made for Plan Benefits during the previous ten (10) Contract Months.

We will not offer a renewal if We are no longer doing business with Your Plan Supervisor.

- U. **SUBSIDIARIES AND AFFILIATED COMPANIES:** You must notify Us in the event You acquire a subsidiary or affiliated company that will be included under Your Employee Benefit Plan. If You do acquire a subsidiary or affiliated company that will be included under Your Employee Benefit Plan, You must disclose certain claims information on the acquired subsidiary as a whole and / or on persons whose coverage You will be assuming under Your Employee Benefit Plan. Failure to do so will subject benefits under this Policy to certain limitations, as described under the ENTIRE AGREEMENT provision of this Article.

Acquisition of a subsidiary or affiliated company that will be included under Your Employee Benefit Plan may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors, as described in the CHANGES AND TERMINATIONS provision of this Article.

You must notify Us in the event You cede or dissolve a subsidiary or affiliated company that was included under your Employee Benefit Plan. Failure to do so may subject this Policy to termination or may affect Your Monthly Specific Premium Rates and/or Monthly Aggregate Factors as described in the CHANGES AND TERMINATIONS provision of this Article.

- V. TAXES: You shall hold Us harmless from any taxes, which may be assessed against Us with respect to Your Employee Benefit Plan or with respect to claims for Covered Expenses paid under the Policy, and You shall reimburse Us for such taxes, if any, as determined by Us.
- W. YOUR DESIGNATED PLAN SUPERVISOR (YOUR TPA). We agree to recognize Your Plan Supervisor as Your agent and attorney-in-fact for the administration of Your Employee Benefit Plan. You agree that:
1. Your Plan Supervisor is Your agent and attorney-in-fact, and is not Our agent. You authorize Your Plan Supervisor to act in Your name, place and stead for purposes of this Policy, to include submission of proofs of loss, certifying the Payment of Plan Benefits, transmitting reports and payments of premiums to Us and receiving reimbursements from Us. Payments sent by Us to Your Plan Supervisor are payments to You. Premium payments by You through Your Plan Supervisor will be payments to Us only to the extent We actually receive them.
 2. You or Your Plan Supervisor is responsible for administering Your Employee Benefit Plan, preparing reports as required by Us and keeping and making available to Us such data as We may require.
 3. You or Your Plan Supervisor will perform such duties and keep such records as are required for You to comply with this Policy.
 4. You will pay Your Plan Supervisor for all administrative functions performed in relation to this Policy.
 5. We reserve the right to cease doing business with Your Plan Supervisor.

STOP LOSS INSURANCE
HCC LIFE INSURANCE COMPANY
Three Town Park Commons, 225 TownPark Drive, Suite 350
Kennesaw, Georgia 30144 (800 447-0460)

APPLICATION

1. Full Legal Name of Applicant and Address City of Charleston, SC 116 Meeting St Charleston, SC 29401 Telephone No.: (843)724-7153	2. Applicant is a (check one): <table style="width: 100%;"><tr><td><input checked="" type="checkbox"/> Corporation</td><td><input type="checkbox"/> Labor Union</td><td><input type="checkbox"/> Trust</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> PEO</td><td></td></tr><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> MEWA</td><td></td></tr></table> Other:	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Labor Union	<input type="checkbox"/> Trust	<input type="checkbox"/> Association	<input type="checkbox"/> PEO		<input type="checkbox"/> Partnership	<input type="checkbox"/> MEWA	
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Labor Union	<input type="checkbox"/> Trust								
<input type="checkbox"/> Association	<input type="checkbox"/> PEO									
<input type="checkbox"/> Partnership	<input type="checkbox"/> MEWA									
3. Contract Period: Effective Date: 01/01/2015 Expiration Date: 12/31/2015										
4. Full Legal Name of Affiliates, Subsidiaries and other major locations to be included in coverage: Charleston Museum International African American Museum The Charleston Nine Address of Affiliates or Subsidiaries: <input type="checkbox"/> None <input type="checkbox"/> See attached listing										
5. Nature of Business of the Applicant to be Insured: Government	6. Key Contact Person at Applicant: Kay Cross									
7. Enter full name of the Employee Benefit Plan(s): City of Charleston Health and Welfare Plan A signed copy of such Employee Benefit Plan(s) must be attached and will form part of this contract.										
8. Name and Address of Plan Supervisor: Blue Cross/Blue Shield of South Carolina 2501 Faraway Dr. Columbia, SC 29219										
9. Agent of Record: Aon Risk Services of the Carolinas										
10. Estimated Initial Enrollment: Single: 839 Family: 764 Total Covered Units: 1,603										
11. Retirees Covered: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
12. The Utilization Review vendor will be: Blue Cross/Blue Shield of South Carolina										
13. Deposit Premium (Minimum of first month's estimated premium): \$ 67,238.55 Please review the deposit premium on the Monthly Premium Accounting Worksheet.										
14. SPECIFIC STOP LOSS INSURANCE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No										
A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Specific Stop Loss Insurance (not included unless checked): <input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Prescription Drug Card <input type="checkbox"/> Prescription Drugs Under Medical <input type="checkbox"/> Other:										
B. Specific Deductible in each Contract Period per Covered Person: \$225,000										
C. Contract Basis: 24/12 Covered Expenses Incurred from 01/01/2014 through 12/31/2015, and Paid from 01/01/2015 through 12/31/2015.										
D. Unlimited Specific Lifetime Reimbursement Maximum per Covered Person Specific Contract Period Reimbursement Maximum per Covered Person Unlimited										
E. Separate Individual Specific Deductible: None										
F. Monthly Specific Premium Rates: Single: \$17.92 Family: \$61.93										
G. Specific Percentage Reimbursable 100%										
H. Specific Terminal Liability Option: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specific Terminal Liability Option premium per Covered Person per month:										

15. **AGGREGATE STOP LOSS INSURANCE:**

☒ Yes ☐ No

- A. Covered Expenses Paid under the Employee Benefit Plan for the following Plan Benefits are covered for Aggregate Stop Loss Insurance (not included unless checked):
☒ Medical ☐ Dental ☐ Weekly Income ☐ Vision ☒ Prescription Drug Card ☐ Prescription Drugs under Medical ☐ Other:

- B. Minimum Annual Aggregate Deductible: **\$17,520,356.04**
 (Subject to the Definition of Minimum Annual Aggregate Deductible in the Policy)

- C. Contract Basis: **24/12**
Covered Expenses Incurred from 01/01/2014 through 12/31/2015, and Paid from 01/01/2015 through 12/31/2015.
Run-in limit: \$3,504,071

- D. Aggregate Contract Period Reimbursement Maximum: **\$1,000,000**

- E. Monthly Aggregate Factors:

Monthly Factors	Combined	Medical	Dental	Weekly Income	Vision	Prescription Drugs
Single	\$547.57					
Family	\$1,309.71					

- F. Aggregate Percentage Reimbursable **100%**

- G. Loss Limit: **\$225,000**
 For the purposes of Aggregate Stop Loss Insurance, the Loss Limit is the maximum amount of Covered Expenses Incurred by each Covered Person, which can be used to satisfy the Annual Aggregate Deductible.

- H. Monthly Deductible Advance Reimbursement Option: ☐ Yes ☒ No

- I. Aggregate Terminal Liability Option: ☐ Yes ☒ No

- J. Aggregate Premium:

- ☐ Annual Premium payable in advance for Contract Period:
- ☒ Monthly Premium rate per Covered Unit: **\$ 3.05**
- ☐ Monthly Deductible Advance Reimbursement premium per Covered Unit per month:
- ☐ Aggregate Terminal Liability Option premium per Covered Unit per month:

SPECIAL RISK LIMITATIONS are stated on the Addendum to Application (if applicable).

It is understood and agreed by the Applicant that:

1. The Applicant is financially sound, with sufficient capital and cash flow to accept the risks inherent in a "self-funded" health care plan, and
2. The Plan Supervisor retained by the Applicant will be considered the Applicant's Agent, and not the Company's Agent, and
3. All documentation requested by the Company must be received within 90 days of the Policy effective date, and is subject to approval by the Company and may require adjustment of rates, factors, and / or Special Limitations to accommodate for abnormal risks, and
4. The Stop Loss Insurance applied for herein will not become effective until accepted by the Company, and
5. Premiums are not considered paid until the premium check is received by the Company, is paid according to the rates set forth in the Application, and all items required to issue the Policy have been returned to the Company. Premiums are subject to refund should any outstanding policy requirement not be met within 90 days of the Policy's effective date, and
6. This Application will be attached to and made a part of the Policy issued by the Company, and
7. The Employee Benefit Plan(s) attached shall be the basis of any Stop Loss Insurance provided by the Company and such Employee Benefit Plan(s) conforms with all applicable State and Federal statutes, and
8. Any reimbursement under the Stop Loss Insurance provided by the Company shall be based on Covered Expenses Paid by the Applicant in accordance with the Employee Benefit Plan(s) attached hereto, and
9. After diligent and complete review, the representations made in this Application, the disclosures made, and all of the information provided for underwriters to evaluate the risk, are true and complete.

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Full Legal Name of Applicant:

Applicant's Federal Tax I.D. Number:

City of Charleston, SC

576000226

Dated at _____ this _____ day of _____, 20____.

Officer / Partner Signature (print name)

Licensed Agent Signature (print name)

For HCC Life Insurance Company Office Use Only: ACCEPTANCE

Accepted on behalf of the Company, this 3rd day of October, 2014.

By: Jay Pata

Title: Senior Vice President

Policy No.: HCL31376

BUSINESS ASSOCIATE AGREEMENT FORM

Part I - Preamble

- A. **Effective Date:** The effective date of this Business Associate Agreement ("Agreement") is 01/01/2015.
- B. **Parties:** The parties to this Agreement are City of Charleston Health and Welfare Plan, ("Covered Entity"), and HCC Life Insurance Company ("HCC Life" and "Business Associate"), an Indiana corporation. HCC Life is a stop loss insurance carrier and all references in this agreement to "stop loss insurance carrier" refer to HCC Life. For purposes of this Agreement, HCC Life is a business associate (as defined in the HIPAA Rules as defined below) of Covered Entity. Covered Entity and Business Associate agree that there shall be no third party beneficiaries to this Agreement, including but not limited to individuals whose Protected Health Information (defined below) is created, received, used, and/or disclosed by Business Associate in its role as business associate.
- C. **Purpose:** The parties intend that this Agreement comply with the business associate agreement requirements set forth in HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Subparts A and E, ("Privacy Standards"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and C ("Security Standards"), and the HIPAA Breach Notification Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and D ("Breach Notification Rule"), as amended from time to time (collectively, the "HIPAA Rules").
- D. In connection with the Business Associate's creation, receipt, use, and/or disclosure of Protected Health Information, the parties agree as follows.

Part II - General Terminology

- A. The following terms shall have the same meaning in this Agreement as is set forth in the HIPAA Rules: breach, data aggregation, designated record set, individual, required by law, Secretary, security incident and unsecured protected health information. Protected Health Information ("PHI") shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.
- B. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules, as may be expressly amended from time to time by the U.S. Department of Health and Human Services ("HHS") or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- C. Where there are provisions in this Agreement additional to those mandated by the HIPAA Rules, but which are not prohibited by the HIPAA Rules, the provisions of this Agreement will apply.

Part III – Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise provided in this Agreement, Business Associate may receive, use, disclose or maintain PHI on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the HIPAA Rules if done by Covered Entity: (1) those functions, activities, and/or services as are identified in the Stop Loss Policy between the Covered Entity and the Business Associate and/or (2) those functions, activities, and/or services provided by Business Associate in connection with application and underwriting processes.

- B. As part of its providing functions, activities, and/or services to Covered Entity as identified in Part III.A., Business Associate may disclose information, including PHI, to other business associates of Covered Entity and may use and disclose information, including PHI, received from other business associates of Covered Entity as if this information was received from, or originated with, Covered Entity.
- C. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- D. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- E. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- F. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by the HIPAA Rules.
- H. Business Associate agrees that it will enter into a written agreement with all subcontractors of Business Associate that: (i) applies the same restrictions and conditions of this Agreement to the subcontractor's disclosure, receipt, maintenance, transmission or use of PHI; (ii) complies with the terms of the HIPAA Rules; (iii) requires the subcontractor to notify Business Associate, who shall in turn promptly notify Covered Entity, of any security incident, breach or other impermissible use or disclosure of PHI that the subcontractor becomes aware of; and (iv) notifies such subcontractors that they will incur liability under the HIPAA Rules for non-compliance with such provisions.
- I. If Business Associate becomes aware of any use or disclosure of PHI that is not provided for in this Agreement, Business Associate will report that use or disclosure to Covered Entity as soon as reasonably possible. If Business Associate becomes aware of any security incident concerning electronic PHI, Business Associate will report that incident to Covered Entity as soon as reasonably possible.
- J. Business Associate agrees, at the written request of Covered Entity, to provide access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate may require Covered Entity to pay certain fees, as delineated in 45 C.F.R. § 164.524(c)(4), for it to provide copies or summaries of PHI.
- K. Upon receiving written notification from Covered Entity that it has directed or agreed, pursuant to 45 C.F.R. § 164.526, to amend PHI, Business Associate agrees to make PHI available for amendment and incorporate any such amendments to PHI as directed by Covered Entity.
- L. In accordance with 45 C.F.R. § 164.528, Business Associate will retain and make available to Covered Entity, upon written request, the information required by Covered Entity to provide an accounting of disclosures, if so requested by an individual.

- M. For the purpose of the Secretary determining Covered Entity's compliance with the HIPAA Rules, Business Associate shall make available to the Secretary the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Business Associate by virtue of this provision of the Agreement.
- N. Business Associate agrees to, as soon as practicable, but in no case later than 30 calendar days after the discovery of a breach of unsecured protected health information, notify Covered Entity of such breach. A breach shall be treated as discovered as of the first day on which such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or agent of Business Associate. The notification shall include, to the extent possible, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the breach. In addition, Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) of the HIPAA Rules.
- O. Business Associate agrees to take commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI.
- P. Except as provided for by the stop loss policy, Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual.

Part IV - Obligations of Covered Entity

- A. Upon request, Covered Entity shall provide, in a timely manner, Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice.
- B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permissions by the Covered Entity or any individual to use or disclose PHI if such changes, revocations or permissions affect Business Associate's permitted or required uses and disclosures.
- C. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Except for Business Associate's management and administrative activities and data aggregation, Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

Part V - Termination Provisions

- A. This Agreement shall continue until it is terminated by any of the parties or if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, the Stop Loss Policy expires without renewal. Any party to this Agreement may terminate this Agreement without the necessity of showing cause by the delivery of a written notice from the terminating party to the other parties. However, if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, then the termination of this Agreement shall not be effective until either (1) all claims under the Stop Loss Policy are received and processed by Business Associate or (2) the time period delineated in the Stop Loss Policy for claims to be submitted to Business Associate and processed by Business Associate upon the Policy's termination, has expired, whichever event occurs first. If no Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier then the termination is effective ten (10) business days from the date that the party receives such notice. Notwithstanding any other provision of this Agreement, Covered Entity will not

withhold PHI from Business Associate so as to prevent Business Associate from using its usual and routine claims processing procedures to process claims under this section.

- B. If Covered Entity determines that Business Associate has violated a material term of this Agreement then Covered Entity shall inform Business Associate in writing of the violation and Business Associate shall either terminate this Agreement under paragraph Part V.A. or endeavor to cure such violation. If Business Associate endeavors to cure the violation but fails to do so in a reasonable period of time, Covered Entity may terminate this Agreement upon written notice. Such termination shall be effective on the date that Business Associate receives the termination notice from Covered Entity which states that Covered Entity wishes to terminate this Agreement under this provision and states the material term of this Agreement that Covered Entity believes has been violated by Business Associate; however, any amounts due from Covered Entity to Business Associate as of the effective date of the termination continue to be so due.
- C. Subject to the Part V.A. above, if a Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier and such Stop Loss Policy is terminated or expires, this Agreement shall be deemed to have terminated at the same moment the Stop Loss Policy's termination or expiration became effective. Similarly, and subject to Part.V.A. above, if this Agreement is terminated by any party, all other agreements then existing between Business Associate and Covered Entity, unless otherwise agreed to in writing by Business Associate and Covered Entity, are also deemed to have been terminated at the same moment this Agreement's termination became effective. However, in either case, any amounts due from Covered Entity to Business Associate under any such agreements as of the effective date of termination continue to be due.
- D. Upon the termination of this Agreement, Business Associate will, if feasible, return to Covered Entity all PHI or, at its discretion, in the alternative, Business Associate will destroy all PHI. If such return or destruction is not feasible, Business Associate will continue to extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

HCC Life Insurance Company

By: 

Printed Name: Brad Long

Title: AVP Compliance

City of Charleston Health and Welfare Plan

By: _____

Printed Name: _____

Title: _____

Revised 06/13